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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 4, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on July 28, 2015

AWARDS AND PROCLAMATIONS

- Service Award

Al G. Ward (WPD)

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Rannfrid Thelle - Raising awareness about nuclear disarmament and the nuclear threat in the world.
2. Chris Brault - Propose Changes to the City's Bike Ordinances.
3. Mansfield - How the City's tax money is being spent.

II. CONSENT AGENDAS ITEMS 1 THROUGH 15

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing to Consider Expanding the Old Town Parking District. (District VI)

RECOMMENDED ACTION: Close the public hearing, approve the first reading of the ordinance, and authorize the necessary signatures.

2. Public Hearing on the Establishment of the Kellogg and West Community Improvement District. (District IV)

RECOMMENDED ACTION: Adjourn the public hearing until August 11, 2015 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chamber, to allow additional time for finalization of negotiations.

3. Request for Letter of Intent for Industrial Revenue Bonds, WSF Holdings, Inc. (District II)

RECOMMENDED ACTION: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

4. 2016 Annual Operating Budget.

RECOMMENDED ACTION: Receive public comment on the 2016 Proposed Budget.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Carole Trapp Housing Member is also seated with the City Council.**

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 3, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses:

<u>Special Event</u>	<u>2015</u>	<u>Address</u>
Black Top Nationals	August 20, 22, and 23rd, 2015	225 West Douglas

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Joseph T. Weber	Clubbilliards**	925 West Douglas

**General/Restaurant (need 50% or more gross revenue from sale of food)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Gilbert and Mosley Site Groundwater Contamination – Source Area Investigations – Professional Services Contract. (Districts III, I, and VI)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

6. Design Services Agreements:

- a. Supplemental Design Agreement for Improvements to Mosley and Rock Island between 2nd and 3rd Streets. (District VI)
- b. Supplemental Agreement No. 1 and Funding for Douglas Avenue Bus Facility Improvements. (Districts I and VI)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Board of Electrical Appeals, April 14, 2015
Wichita Employees Retirement System, May 20, 2015

RECOMMENDED ACTION: Receive and file.

8. KDOT Safety Grant Bicycle Lights, Bells, and Reflectors Agreement.

RECOMMENDED ACTION: Approve the grant agreement and authorize the necessary signatures.

9. Maintenance and Repair of Fire Stations.

RECOMMENDED ACTION: Approve the project initiation, adopt the bonding resolution and authorize the necessary signatures.

10. Sale of City Property Adjacent to 1105 W. 13th Street. (District VI)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

11. Sale of City-owned Land at 2146 N. Erie and 2101 N. Maplewood. (District I)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

12. Security System Components, Services, and Upgrades for Wichita Transit.

RECOMMENDED ACTION: Approve the vendor selection and contract agreement.

13. Second Reading Ordinances: (NONE)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. *SUB2014-00022 -- Plat of Siena Lakes Addition Located on the South Side of 37th Street North, West of Hoover. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

15. *WAA Report of Board of Bids and Contracts dated August 3, 2015.

RECOMMENDED ACTION: Receive and file report, approve the contracts, and authorize the necessary signatures.

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing to Consider Expanding the Old Town Parking District
(District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Close the public hearing and approve the first reading of the ordinance.

Background: In 1991, the City adopted Charter Ordinance No. 138 permitting the establishment of parking districts to promote economic development. In 1992, the City used the authority provided by the charter ordinance to establish a parking district for Old Town. Through the Old Town parking district, the City has constructed public parking that is shared by the properties in Old Town. Property owners within the Old Town zoning overlay district receive an exemption from the on-site parking requirement if they pay a monthly fee to the City to have their parking provided by the parking district. In the years since the Old Town parking district was established, Old Town has expanded, but the Old Town parking district has not been expanded beyond the original boundaries of Douglas, Washington, Second Street, and the railroad overpass. On July 14, 2015, the City Council adopted Resolution No. 15-203 setting a public hearing for August 4, 2015 to consider expanding the Old Town parking district. Notices of the public hearing were mailed to property owners within the proposed boundaries of the parking district.

Analysis: The proposed boundaries for the Old Town parking district are shown in Exhibit A of the attached ordinance and are described as an area bounded by Douglas on the south; Wabash, between Douglas and First Street, and the north-south alley east of Washington, between First Street and Central, on the east; Central on the north; and the Atchison, Topeka and Santa Fe railroad tracks on the west. The proposed boundaries of the Old Town parking district encompass more properties than are located within the Old Town zoning overlay district. This will allow property owners the flexibility to request a zoning change to the Old Town zoning overlay district in order to develop their property without providing on-site parking. Since exemption from the on-site parking requirement is tied to the Old Town zoning overlay district in addition to being located in the Old Town parking district, the public hearings required by a request for the zoning overlay district will provide the public ample opportunity to give input on any impacts of allowing a property an exemption from the parking requirements. No property located within the Old Town parking district will be required to pay the parking fee to the City unless it is within the Old Town zoning overlay district and requests an exemption from the on-site parking requirement.

Financial Considerations: Expanding the Old Town Parking District will not create additional financial obligations for the City. Subsequent City Council action is required before any new parking facilities can be constructed. Expansion of the parking district may result in additional revenue from fees for parking provided by the parking district.

Legal Considerations: The ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, approve the first reading of the ordinance, and authorize the necessary signatures.

Attachment: Ordinance

ORDINANCE NO. 50-057

AN ORDINANCE AMENDING THE BOUNDARIES OF THE OLD TOWN PARKING DISTRICT PURSUANT TO THE PROVISIONS OF CHARTER ORDINANCE NO. 138, AS AMENDED, OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita has previously adopted Charter Ordinance No. 138, as amended, which authorizes the governing body to modify parking districts within the City; and

WHEREAS, the governing body, on July 14, 2015, adopted Resolution No. 15-203 declaring its intent to consider modifications to the boundaries of the Old Town Parking District and setting August 4, 2015, at 9:00 a.m. as the date and time of the public hearing; and

WHEREAS, the city clerk mailed notice of the public hearing to property owners within the proposed new boundaries of the Old Town Parking District not less than 10 days prior to the public hearing; and

WHEREAS, after considering the statements, comments and matters discussed at such public hearing, the governing body finds that the modifications to the boundaries of the Old Town Parking District would promote and stimulate the development and re-development of buildings and property located within the Old Town Overlay District by providing parking to serve the needs of retail, residential and commercial uses that are located within that District and that may be stimulated to locate in that District based on the availability of parking.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. The governing body finds and declares that the following described area within the City is hereby established as the Old Town Parking District:

An area bounded by Douglas on the south; Wabash, between Douglas and First Street, and the north-south alley east of Washington, between First Street and Central, on the east; Central on the north; and the Atchison, Topeka & Santa Fe railroad tracks on the west.

SECTION 2. The locations of parking facilities within the Old Town Parking District and an estimate of the number of parking spaces therein are generally described in Exhibit "A" which is attached hereto and incorporated herein by reference.

SECTION 3. The governing body may, from time to time and without further hearing, amend the locations and numbers of parking spaces set out herein in order to meet the parking needs of the District

SECTION 4. This ordinance shall be effective upon its adoption and publication once in the official city paper

ADOPTED by the Governing Body of the City of Wichita, Kansas, this 11th day of August 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

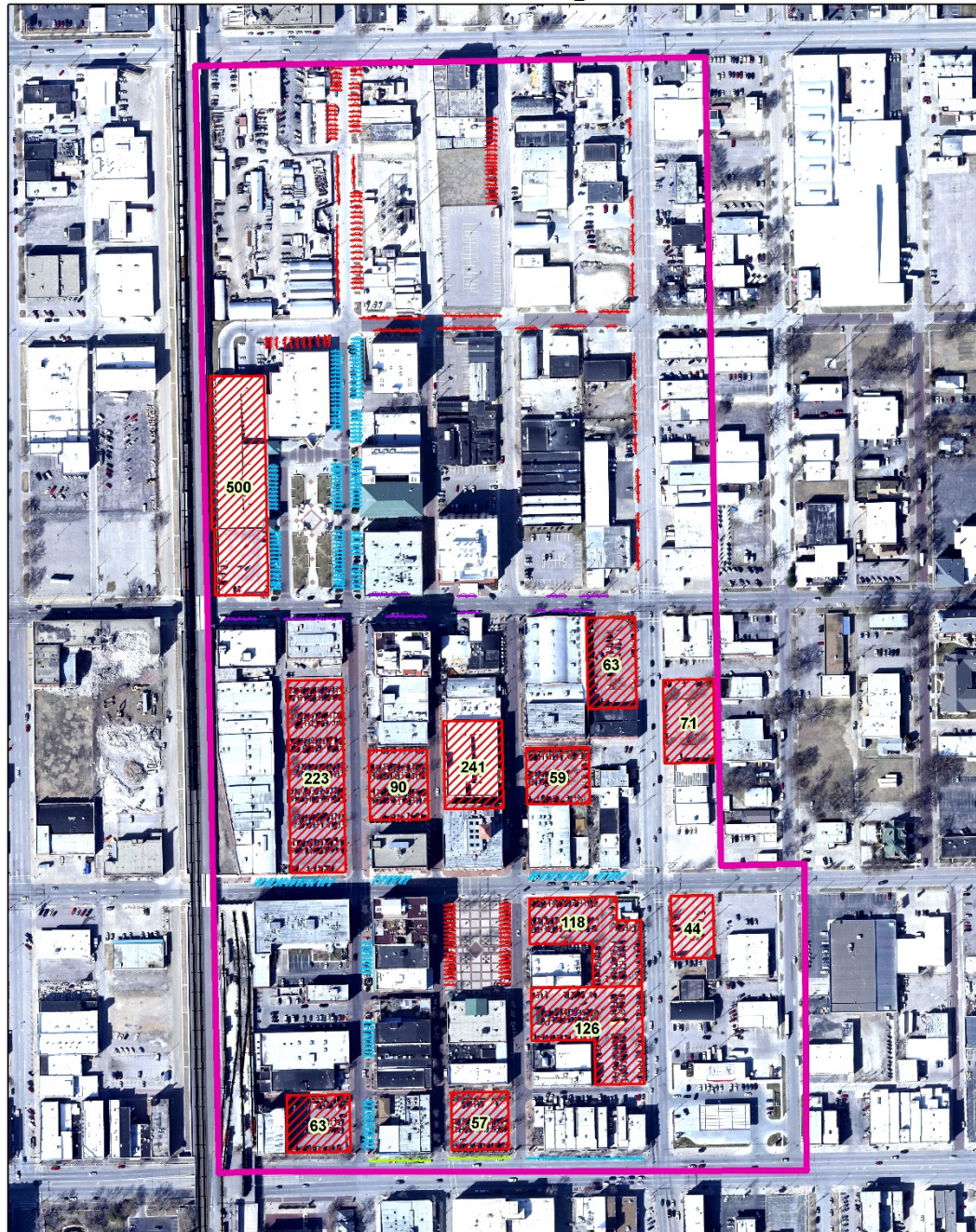
(SEAL)

Approved as to form:

Jennifer Magana, City Attorney &
Director of Law

Exhibit A

Old Town Parking District



Legend

Old Town Parking District Boundary

Daily Public Parking Access

On-Street Parking

diagonal non designated

N/S non designated

non designated

2 hour

NE/SW diagonal 2 hour

2 hour

NW/SE diagonal 2 hour

N/S 2 hour

N/S 30 minute

1 hour

N/S 1 hour

NE/SW diagonal metered

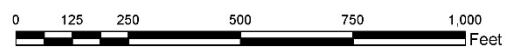
NW/SE diagonal metered

metered

N/S metered



Old Town Parking District Parking Totals	
Daily Public Parking Access	1,655
On-Street Parking	439
Total	2,094



City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of the Kellogg and West Community Improvement District (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adjourn the public hearing until August 11, 2015 to provide time for staff to finalize negotiations.

Background: On July 7, 2015 the City Council accepted a petition from Kellogg & West, L.L.C. (K&W) requesting the creation of a Community Improvement District (CID) for the redevelopment of property north of the intersection at Kellogg and West, to be called the Kellogg and West Community Improvement District. At the time the City Council accepted the petition and adopted a resolution stating its intent to consider the establishment of the proposed CID and setting August 4, 2015 as the time for a public hearing on this matter.

Analysis: Development agreement negotiations are ongoing between staff and K&W. Additional time is required to define the roles and responsibilities of the City and K&W for the implementation and use of CID in the redevelopment of the area.

Financial Considerations: There is no financial impact.

Legal Considerations: Copies of the resolution setting the public hearing were mailed to all owners and occupants of property in the district and published twice in the City's official newspaper according to state law. The CID statutes allow for the City Council to adjourn a hearing on the creation of the district.

Recommendation/Action: It is recommended that the City Council adjourn the public hearing until August 11, 2015 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, to allow additional time for finalization of negotiations.

Attachments: None

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (WSF Holdings, Inc.)
(District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Background: On January 22, 2013, the City Council adopted the Phase 1 STAR Bond Project Plan which provided the details of a multi-use commercial development located within the K-96 Greenwich STAR Bond District, including the development of a major multi-sport athletic facility. On September 10, 2013, the City Council approved a development agreement with Wichita Destination Developers, Inc. (WDD) outlining the Phase I STAR bond project and setting forth the rights, duties and obligations of the City and WDD.

Earlier this summer, WDD entered into an agreement with WSF Holdings, Inc. to become the developer and operator of the multi-sport athletic facility at an estimated cost of approximately \$14,025,000 under the name Wichita Sports Forum, LLC. WSF Holdings, Inc. is requesting the issuance of a letter of intent for Industrial Revenue Bonds (IRBs) in an amount not-to-exceed \$4,500,000 to achieve a sales tax exemption on the purchase of materials for the construction of the facility.

Analysis: WSF Holdings, Inc. is the holding company for Wichita Sports Forum, LLC (WSF) which is a new business entity that has been created for the purpose of constructing and operating the multi-sport facility at K-96 and Greenwich. The members of WSF include Tymber Lee (Lee Companies, real estate and business development), John Wadsworth (Piping and Equipment and investor), and Scott McLain (McLain Group, real estate development, construction and finance).

WSF is planning construction of a 142,376 square foot facility designed to host local, regional and national basketball, volleyball and soccer competitions in addition to cheer, softball, baseball, football, dodgeball and more. A 20,000 square foot, state-of-the-art Extreme Air Sport Trampoline Park will also be included in the facility.

The facility will support ten hard surface regulation volleyball courts, six full size high school basketball courts, six sand volleyball courts, two full size sand soccer fields, one full size turf soccer field, one full size baseball/softball infield, four batting cages and supporting amenities such as food services, spectator lounges, team rooms, and a spacious mezzanine overlooking the hard and sand courts.

Financial Considerations: WSF estimates the total project costs to be \$14,025,000. STAR bond financing for a portion of the development costs had previously been approved by the City Council and the State of Kansas for a multi-sport athletic facility in this location. STAR bond funds in an amount not-to-exceed \$7,525,000 have been approved. The breakdown of funding is as follows:

STAR bonds – Vertical construction	\$ 5,500,000
STAR bonds – Infrastructure	\$ 2,025,000
<u>Developer Equity</u>	<u>\$ 6,500,000</u>
TOTAL INVESTMENT	\$14,025,000

The STAR bond financing provides a sales tax exemption on eligible items. The Developer Equity portion is not currently exempt from sales tax without IRBs. Of the Developer Equity, \$2,000,000 is for land acquisition and the balance is dedicated to construction of the facility. The land acquisition expense is not subject to a sales tax therefore, the developer is requesting IRBs in an amount not to exceed the balance of \$4,500,000.

WSF Holdings, Inc. agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

Based on the latest available mill levy, the estimated tax value that could be generated by the new facility for the first full year of the fully completed project could be \$329,208. This estimate assumes that 80% of the cost of improvements to real property will be reflected in an increase in property value. This percentage is used as a conservative approach to estimating the value of new tax revenues. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its ongoing reappraisal process. The estimated annual value of the new real property tax revenue as applicable to taxing jurisdictions is:

City	\$ 91,589
State	\$ 4,207
County	\$ 82,686
USD 375	\$150,726

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita General Fund	44.67 to 1
City of Wichita Debt Service Fund	NA
Sedgwick County	100.23 to 1
USD 375	NA
State of Kansas	65.28 to 1

Legal Considerations: The City's bond counsel, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. WSF Holdings, Inc./Wichita Sports Forum, LLC agrees to comply with the City's Standard Letter of Intent Conditions.

The attached Resolution of Intent has been approved as to form by the Law Department. Documents required for the issuance of the bonds will be prepared by bond counsel and will be subject to review and approval as to form by the Law Department prior to the issuance of bonds.

Recommendation/Action: It is recommended that the City Council close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Attachment(s): Letter of Intent Application, Resolution of Intent

RESOLUTION NO. 15-222

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A RECREATIONAL FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a recreational facility (the "Project") to be located in the City; and

WHEREAS, the Project shall be leased by the City to WSF Holdings, Inc. (the "Tenant") and subleased by the Tenant to Wichita Sports Forum, LLC (the "Subtenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$4,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in

form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 5. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2016, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 4, 2015, as the same appears of record in my office.

DATED: August 4, 2015.

Karen Sublett, City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



June 15, 2015
Mayor Jeff Longwell
Vice Mayor Clendenin
Members of City Council
455 North Main
Wichita KS, 67202

WSF Holdings, Inc. is a new company in association with Wichita Sports Forum, LLC created with the sole purpose of designing and building a multi-sport fieldhouse in the Greenwich Place Development at K-96 and Greenwich Rd in Wichita, KS.

The Wichita Sports Forum will offer a multi-sport athletic venue as well as general multi-purpose convention and trade show space. The 142,376 square foot facility is designed to host local, regional and national basketball, volleyball and soccer competitions as well as catering to other sports such as cheer, softball, baseball, football, dodgeball and many more. With the spectator and athlete in mind, this spacious facility will be the destination location for participants, young and old, competitive or recreational, locally, regionally and nationally. To highlight the experience a state-of-the-art Extreme Air Sports Trampoline Park will cap off the total sporting experience.

The facility supports ten (10) hard surface regulation volleyball courts, six (6) full size high school basketball courts, six (6) sand volleyball courts, two (2) full size sand soccer fields, one (1) full size turf soccer field, one (1) full size baseball / softball infield, four (4) batting cages and supporting amenities such as food services, spectator lounges, team / meeting / party rooms, and a spacious viewing mezzanine overlooking the hard and sand courts. The Extreme Air Sports Trampoline Park will be approximately 20,000 sq. ft.

Wichita Sports Forum looks to hire approximately 40 full time and part time employees to manage and operate the facility.

The Wichita Sports Forum has been designed with the specific intention of providing a venue sufficient to host national high school and collegiate athletic events. By providing a centralized location with facilities able to accommodate multiple ongoing tournaments simultaneously, the Wichita Sports Forum is anticipated to become a national destination for athletic events. In addition to the regional and national tournament

component, the Wichita Sports Forum will be open for daily sports and recreation uses from both local and traveling visitors. This mix of uses will provide the most consistent visitation and tourism for the District.

WSF Holdings, Inc. is requesting for your support for the issuance of \$4,500,000 in the City of Wichita Industrial Revenue Bonds. Your support will enhance the success of this multimillion-dollar investment.

The Wichita Sports Forum appreciates the City's vision and support in this endeavor.

Sincerely

Tymber Lee
Managing Member WSF Holdings Inc
210 Valley Creek Dr
Valley Center, KS 67147
c. 316.208.3232



June 15, 2015
Mayor Jeff Longwell
Vice Mayor James Clendenin
Members of City Council
City of Wichita, City Hall
455 N Main
Wichita, KS 67218

RE: PROPOSED CITY OF WICHITA, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS

This letter is a formal request for approval by the Wichita, Kansas City Council for a letter of intent to issue Industrial Revenue Bonds in the amount not to exceed \$4,500,000. The issuance of this bond is a necessity in the financing of the construction of the Wichita Sports Forum project (formerly known as the Fieldhouse).

NAME OF TENANT AND GUARANTORS

WSF HOLDINGS, INC
210 Valley Creek Dr
Valley Center, KS 67147

Subtenant:
WICHITA SPORTS FORUM, LLC
210 Valley Creek Dr
Valley Center, KS 67147

NAME AND ADDRESSES OF PRINCIPAL OFFICERS

- a. Tymber Lee
210 Valley Creek Dr
Valley Center, KS 67147
- b. John Wadsworth
14810 Sport of Kings
Wichita, KS 67230
- c. Scott McLain
1120 S. Albert Pike Avenue
Fort Smith, AR 72903

PLAN

WSF Holdings, Inc. will design and build a 142,376 square foot, state-of-the-art sports facility located at Greenwich Place at K-96 and Greenwich Road. The facility will be operated by Wichita Sports Forum, LLC and will include ten (10) hard surface regulation volleyball courts, six (6) full size high school basketball courts, six (6) sand volleyball courts, two (2) full size sand soccer fields, one (1) full size turf soccer field, one (1) full size baseball / softball infield, four (4) batting cages and supporting amenities such as food services, spectator lounges, team / meeting / party rooms, and a spacious viewing mezzanine overlooking the hard and sand courts. To round it off, the Wichita Sports Forum will house a one of a kind 20,000 square foot Extreme Air Sports Trampoline Park that will provide fun, exercise, competition and entertainment for all ages.

BENEFITS TO THE CITY

Tourism and Jobs

According to the World Tourism Organization (WTO) tourism and travel is the world's largest industry and it is predicted to be one of a few industries that will continue to generate job growth in the future. Hence it is an important vehicle for regional and national economic development. Attractions are an extremely important part of the tourism industry and serve as primary driver of tourism activity. According to Swarbrooke (1995, p. 3) tourist attractions are the most important component in the tourism industry. Without attractions there would be no need for other tourism services. Many tourist attractions possess strong entertainment connections, including sports venues, theatres and museums.

Much like business clusters, the clustering of tourism attractions creates the critical mass necessary to generate and sustain increased visitation and revenues. Most tourism clusters also have strong linkages to other closely related and supporting industries such as transportation, lodging, retail, food and beverage. Therefore, the larger cluster of attractions a tourist destination supports the greater the direct and indirect economic benefits.

The Wichita area currently supports 34 entertainment, cultural, educational and historic attractions. Since 2007, annual attendance has increased by nearly 27 percent and was bolstered by the opening of Intrust Bank Arena in early 2010. Based on the theory of tourism clusters, the introduction of additional attractions in Wichita will generate tourism visitation and expenditures.

This district is designed to capture increased visitation and expenditures through events at Wichita Sports Forum athletic complex and offer an exciting shopping, dining and entertainment experience. By virtue of differing content and market positioning the District will complement and have a synergistic effect on Wichita's tourism industry and the heightened out-of-town visitation is expected to translate to increased attendance at Wichita's existing entertainment, cultural, educational and historic attractions. As

evident by the 16.5 million annual visitors to the Kansas City MSA, the presence of a large cluster of art, cultural and entertainment attractions along with destination lifestyle centers and entertainment districts creates a synergistic effect that strengthens the regional draw, visitation counts, expenditures and visitor's length of stay.

During 2013, the Kansas Department of Commerce reported Sedgwick County garnered \$1.368 billion in tourism expenditures, or 22.93% of the state-wide total. Tourism expenditures for Sedgwick County included approximately \$210 million on shopping, \$294 million on food, \$192 million on lodging and \$198 million on entertainment. The District's Wichita Sports Forum athletic complex and other attractions are designed to attract out-of-town visitors and improve tourism expenditures on entertainment and other support industries, which would bolster this market share. Larger national and regional sports tournaments may require cohosting with other Wichita area sports venues such as the Farha Sport Complex, Next Level Hoops Academy and various YMCAs. Out-of-town visitors to youth and adult sporting events are potential customers for such family-oriented attractions as the Sedgwick County Zoo, Explorations Place, Botanica, Great Plains Nature Center, Music Theatre of Wichita, Orpheum Performing Arts and Wichita Center for the Arts. Area restaurants, night clubs, hotels and transportation companies will also benefit economically from development and operation of the District.

The 142,376 square foot Wichita Sports Forum is designed to host regional and national basketball, volleyball and soccer events. WSF will also function as a national and regional education and training center for athletes and coaches, and will be open for daily sports and recreation use by both local residents and area visitors. In addition, the ample open floor space available can be used for conventions and trade shows, either athletic or otherwise. Wichita Sports Forum is estimated to be able to host up to 3,100 people at any given time including up to 750 athletes on the various courts. Events include 50+ sports tournaments, 20 ongoing leagues, 15 sports camps and 15 sports conferences (i.e., instructional, coaching, referee expos, etc.). Year 1 taxable sales for the Wichita Sports Forum are estimated at over \$5 million. Additionally, with its consistent flow of destination tourism, the Wichita Sports Forum will be a major driver of retail sales for the remainder of the District.

Wichita Sports Forum is also creating new jobs. WSF will hire approximately 40 full time and part time employees to manage and operate the facility.

DOLLAR OF AMOUNT OF BONDS BE REQUESTED

The principal amount of the Bonds requested will not exceed \$4,500,000.

SOURCES AND USES

STAR BOND VERTICAL CONSTRUCTION:	\$5,500,000
STAR BOND INFRASTRUCTURE	\$2,025,000
DEVELOPER EQUITY	<u>\$6,500,000</u>
 TOTAL SOURCES	 \$14,025,000
 IRB PORTION OF DEVELOPER EQUITY	 \$4,500,000

Proposed Underwriter of Bond

Emprise Bank
Wichita, KS

CITY ADMINISTRATIVE SERVICE FEE AGREEMENT

WSF HOLDINGS, INC agrees to make administrative fee payment to the City of Wichita for any and all costs related to Bond Issuance during the duration of the Bond and any and all costs whether or not they are approved or issued.

A BRIEF STATEMENT RELATIVE TO THE EFFECTS OF THE PROPOSED PROJECT ON THE AMBIENT AIR QUALITY OF THE CITY OF WICHITA AND SEDGWICK COUNTY.

The proposed project will have no effect on the ambient air quality of the City of Wichita or Sedgwick County, nor are there any other anticipated adverse environmental effects. The applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matters.

A BRIEF STATEMENT WITH RESPECT TO EQUAL OPPORTUNITIES

The applicant will comply with all policies of the City of Wichita concerning equal opportunity.

ARRANGEMENT FOR THE SALE OF THE BONDS

The bonds will be privately placed. The buyer of the bonds is undetermined at this time but Emprise Bank is evaluating the opportunity.

SUMMARY

To allow the Applicant to progress with construction it is requested that the City Council authorize the Mayor to execute a Letter of Intent on behalf of the City of Wichita wherein the City declares it intent to issue no more than \$4,500,000 of City of Wichita Taxable Industrial Revenue Bonds, Series 2015 of the above purpose.

The Applicant is aware that a Letter of Intent is only an indication of the City's interest to issue the proposed Bonds to assist in the financing of the Project, and that such a Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond resolution, trust indenture, Lease Agreement, Guaranty Agreement and other related documents.

We again, thank you and if there is any further request of information or questions we will be pleased to accommodate your needs.

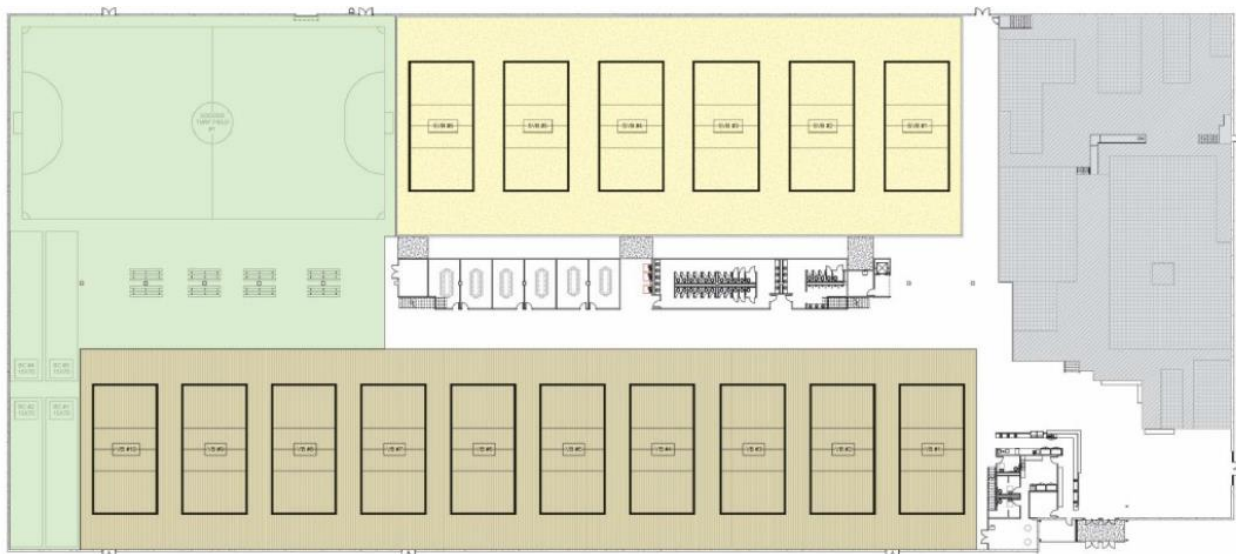
Sincerely

Tymber Lee
Managing Member WSF Holdings Inc
210 Valley Creek Dr
Valley Center, KS 67147
c. 316.208.3232



BUILDING OVERVIEW

- 142,376 SF
- 750 PLAYERS
- 3,100 OCCUPANTS
- 6,158 SF MEZZANINE
- 16 VB COURTS
- 6 BB COURTS
- 3 SOCCER FIELDS
- CHEER COMPETITIONS
- 4 BATTING CAGES
- 6 TEAM/PARTY ROOMS
- SOFTBALL/BASEBALL
- YOUTH FOOTBALL
- DODGEBALL
- OBSTACLE COURSE
- TRAMPOLINE CENTER
- FLEXIBILITY!!!!



City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council Members
SUBJECT: 2016 Annual Operating Budget
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Receive public comment.

Background: The 2016 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Community engagement has been emphasized, using neighborhood meetings and social media town halls. A total of 1,174 comments were received during two social media town hall events. Staff also presented preliminary budget recommendations at each District Advisory Board. On July 14, 2015, the City Manager's Proposed Budget was presented to the City Council and the official budget adoption date (as required by State statute) was set for August 11, 2015.

Analysis: The local operating budget totals over \$572 million (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers). The General Fund totals slightly more than \$227 million of that amount. The budget is formulated to adhere to the City's mission by allocating resources in strategic priority areas. Although only legally required to produce a budget for 2016, the City budget also includes recommendations for 2017, to enhance planning processes. Highlights of the 2016 Proposed Budget include:

- **The mill levy rate is unchanged.** The budget is based on an estimated mill levy rate equal to last year. This is the 22nd consecutive year that the mill levy has remained flat.
- **Reserves are maintained at appropriate levels.** The budget includes General Fund reserves of nearly \$27 million, which is greater than 10% of projected expenditures, in accordance with City Council policy.
- **Strategic priority areas are funded.** In 2009, the City Council identified four strategic priorities: protecting life, protecting property, investing in infrastructure and ensuring a growing and sustainable community. Funding levels in the budget focus on these strategic priority areas.

In addition, at the July 14, 2015 meeting, the City Council directed staff to implement a temporary plan to avoid service level reductions in Transit in 2016. The short-term plan will involve shifting capital funding to the Transit operating budget, relying on fixed-price contracting to lock in lower fuel costs, and loaning up to \$300,000 to the Transit Fund from the Permanent Reserve Subfund.

Financial Considerations: The Proposed Budget would require a mill levy estimated at 32.651 mills (24.151 for the General Fund and 8.500 for the Debt Service Fund), based on the estimated assessed valuation provided by the Sedgwick County Clerk and the taxes levied in the budget. The total estimated mill levy is unchanged from the 2015 mill levy.

Legal Considerations: To comply with State law, the City of Wichita must hold a public hearing to adopt the budget prior to August 15, and must approve the publication of a notice setting the budget hearing and the maximum level of taxes to be levied at least 10 days prior to the official budget hearing. On July 14, 2015, the City Council approved the publication of notice and set the official public hearing and budget adoption date for August 11, 2015.

Recommendation/Action: It is recommended that the City Council receive public comment on the 2016 Proposed

Page 2
August 4, 2015
2016 Annual Operating Budget
New Business

Budget.

Wichita, Kansas
August 3, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 27, 2015, were read and on motion approved.

Bids were opened July 31, 2015, pursuant to advertisements published on:

**Market and Topeka Bike Lanes; (Kellogg to 21st Street) (87TE-0397-01/472-85109/707052/ 211516)
Traffic to be maintained during construction using flag persons and barricades. (District I, VI)**

Traffic Control Services Inc. - \$577,306.15

Ethel Neighborhood Water Main Replacement to serve Millair, J. Walter Ross, Detwilers, Audrey Matlock Heights 2nd, Audrey Matlock Replat Hillside Gardens Replat, Block D, Hillside Gardens Lots 75 & 76, Hillside Gardens Hillside Gardens Replat, Block D, Hillside Gardens Lots 75 & 76, Hillside Gardens Janice Matlock 2nd, Audrey Matlock Heights 1st, EA Fithers, Calvary Baptist Bruce Jones, Post & Christys College Crest, Cedar Village, Greenbriar Manor Willow Lakes Estates, Schreck Estates 2nd and Cloudridge Additions (north of 21st Street North between I-135 and Oliver) (448-90612/635818/753041) Traffic to be maintained during construction using flag persons and barricades. (District I)

Duling Construction - \$1,750.135.00

2015 Sanitary Sewer Reconstruction Phase 9 (north of MacArthur, east of Meridian) (468-85051/620750/665005) Traffic to be maintained during construction using flag persons and barricades. (District II, IV)

Dondlinger and Sons - \$138,796.00

Water Distribution System to serve Rockwood South 3rd Addition (north of Kellogg, west of Rock) (448-90672/735531/470204) Traffic to be maintained during construction using flag persons and barricades. Lateral 176, War Industries Sewer to serve Rockwood South 3rd Addition (north of Kellogg, west of Rock) (468-84792/744394/480086) Traffic to be maintained during construction using flag persons and barricades. Stormwater Sewer #693 to serve Rockwood South 3rd Addition (north of Kellogg, west of Rock) (468-85031/751533/485424) Traffic to be maintained during construction using flag persons and barricades. (District II)

Dutton Construction and Plumbing LLC* - \$14,542.00 Group 1
11,105.00 Group 2
~~\$16,745.00~~ Group 3
\$42,392.00 Bid Total

* Award 9/1/2015 subject to City Council approval of new Engineer's Estimate and Budget Authorization

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ FLEET AND FACILITIES: ADA Upgrades
Watson/Lynette Woodard Park.**

Dondlinger and Sons Construction Co. Inc.* - \$599,200.00 Base Bid
\$1,550.00 Add Alternate 2
\$689.30 Add Alternate 3

* Award 8/25/2015 subject to City Council approval of new Engineer's Estimate

PARK AND RECREATION DEPARTMENT: Sound System Renovation Ice Center.

Electronic Contracting Company - \$41,551.00

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
 DATE: August 3, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEERJuly 31, 2015

Market and Topeka Bike Lanes (Kellogg to 21st Street) – Public Works & Utilities Department/Engineering Div.
Traffic Control Services, Inc. **\$577,306.15**

Ethel Neighborhood Water Main Replacement (north of 21st Street North between I-135 & Oliver) – Public Works & Utilities Department/Engineering Division

Duling Construction **\$1,750,135.00**

2015 Sanitary Sewer Reconstruction Phase 9 (north of MacArthur, east of Meridian) – Public Works & Utilities Department/Engineering Division

Dondlinger & Sons **\$138,796.00**

Water Distribution System to serve Rockwood South 3rd Addition – Public Works & Utilities Department/Engineering Division (Award September 1, 2015 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)

Dutton Construction and Plumbing, LLC	Group 1 – Water Distribution System	\$14,542.00
	Group 2 – Lateral 176, WIS Sewer	11,105.00
	Group 3 – Stormwater Sewer #693	<u>16,745.00</u>
	Aggregate Bid Total	<u>\$42,392.00</u>

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGERJuly 31, 2015

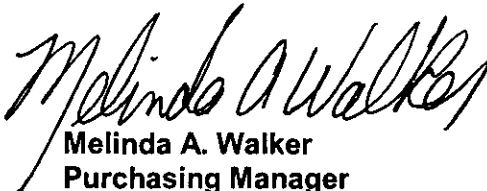
Watson Park ADA Upgrades, ADA Accessible Fishing Dock and Lynette Woodard Park Recreation Center ADA Lift – Public Works & Utilities Department/Fleet & Facilities Division (Award August 25, 2015 Subject to City Council Approval of New Engineer's Estimate)

Dondlinger & Sons Construction Co., Inc.	Base Bid	\$599,200.00
	Alternate 2 (Add) (Per Linear Foot)	\$1,550.00
	Alternate 3 (Add) (Per Each)	\$689.30

Sound System Renovation at the Wichita Ice Center – Park & Recreation Department

Electronic Contracting Company	(Deferred from July 27, 2015)	\$41,551.00
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ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


 Melinda A. Walker
 Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 17, 2015

RQ540658

FB540112		Engineer's Construction Estimate	Road Safe Traffic Systems	Traffic Control Services, Inc.	Comejo & Sons, LLC
Market and Topeka Bike Lanes		\$592,705.29	\$805,538.72	\$577,306.15	
(Kellogg to 21st Street)	BID BOND		X	X	
	ADDENDA	1	X	X	
87TE-0397-01/472-85109 (707052)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Market and Topeka Bike Lanes		\$592,705.29			
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					
		Engineer's Construction Estimate			
Market and Topeka Bike Lanes		\$592,705.29			
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					
		Engineer's Construction Estimate			
Market and Topeka Bike Lanes		\$592,705.29			
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					

CHECKED BY: KPREVIEWED BY: PS

WATER BID TABULATION SUMMARY

BOARD OF BIDS - July 31, 2015

RQ540813

FB540138		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Ethel Neighborhood Water Main Replacement		\$2,727,185.00		\$1,750,135.00	\$2,224,567.50
(north of 21st St N between I-135 & Oliver)	BID BOND				X
448-90612	ADDENDA	3			
(635818)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Merry Technology Inc.
Ethel Neighborhood Water Main Replacement		\$2,727,185.00	\$2,950,355.00	\$2,442,341.50	\$1,715,087.00
(north of 21st St N between I-135 & Oliver)	BID BOND		X		Non-Responsive Bid- Invalid Bid & Incomplete Bid
448-90612	ADDENDA	3			
(635818)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Ethel Neighborhood Water Main Replacement		\$2,727,185.00			
(north of 21st St N between I-135 & Oliver)	BID BOND				
448-90612	ADDENDA	3			
(635818)					
		Engineer's Construction Estimate			
Ethel Neighborhood Water Main Replacement		\$2,727,185.00			
(north of 21st St N between I-135 & Oliver)	BID BOND				
448-90612	ADDENDA	3			
(635818)					


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
SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - July 31, 2015

RQ540840

FB540139		Engineer's Construction Estimate	Dondlinger & Sons	Merry Technology Inc.	Mies Construction
2015 Sanitary Sewer Reconstruction Phase 9		\$174,390.00	\$138,796.00	\$160,712.00	
(north of MacArthur, east of Meridian)	BID BOND				
468-85051	ADDENDA	0			
(620750)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Reconstruction Phase 9		\$174,390.00			
(north of MacArthur, east of Meridian)	BID BOND				
468-85051	ADDENDA	0			
(620750)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2015 Sanitary Sewer Reconstruction Phase 9		\$174,390.00			
(north of MacArthur, east of Meridian)	BID BOND				
468-85051	ADDENDA	0			
(620750)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Reconstruction Phase 9		\$174,390.00			
(north of MacArthur, east of Meridian)	BID BOND				
468-85051	ADDENDA	0			
(620750)					

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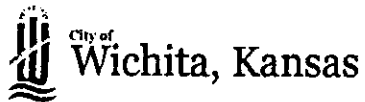
REVIEWED BY: 

WATER BID TABULATION SUMMARY

BOARD OF BIDS - July 31, 2015

RQ540841

FB540140		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90672 (735531)	Group 1		\$20,203.00	\$34,520.00	\$24,856.00
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2		\$13,658.00	\$26,826.00	\$15,360.00
Stormwater Sewer #693 468-85031 (751533)	Group 3		\$22,403.00	\$32,810.00	\$17,925.00
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL			56,264.00	94,156.00	58,141.00
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Merry Technology Inc.
Water Distribution System 448-90672 (735531)	Group 1		\$21,433.00	\$22,712.00	\$144,230.00
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2		\$13,429.00	\$13,938.00	\$57,170.00
Stormwater Sewer #693 468-85031 (751533)	Group 3		\$27,236.00	\$17,810.00	\$42,100.00
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL			62,098.00	54,460.00	243,500.00
		Engineer's Construction Estimate	Duffon Construction and Plumbing, LLC	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90672 (735531)	Group 1		\$14,542.00		
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2		\$11,105.00		
Stormwater Sewer #693 468-85031 (751533)	Group 3		\$16,745.00		
Rockwood South 3rd Addition	BID BOND		X		
	ADDENDA	2	X		
TOTAL			42,392.00		
		Engineer's Construction Estimate			
Water Distribution System 448-90672 (735531)	Group 1				
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2				
Stormwater Sewer #693 468-85031 (751533)	Group 3				
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL		\$0.00			
Award 9-1:15 subject to City Council approval of new Engineer's Estimate and Budget Authorization					

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation:
FB540120ADA Upgrades Watson/Lynette Woodard
ParkClose Date/Time: 7/31/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

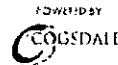
Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Vendors	Complete	Bid Total	City Comments
DONDLINGER & SONS CONSTRUCTION CO INC	Complete	\$617,190.30	Award 8/25/15 Base Bid w/ Add Alt 2 & Alt 3, subject to Council Approval of New Engineers Estimate

NO BIDS WITHN ENGINEERS ESTIMATE

[Top of the Page](#)

City of
Wichita, Kansas**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation:
FB540120ADA Upgrades Watson/Lynette Woodard
ParkClose Date/Time: 7/31/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Go to: 001

Line 001 | Labor, Material, and Equipment for ADA Upgrades and ADA Accessible Fishing Dock at Watson Park, 3022 McLean Blvd. and ADA Lift at Lynette Woodard Recreation Center, 2750 E. 18th, as per Drawings and Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$599,200.0000	\$599,200.00	Complete	

Line 002 | Alternate #1: Composite Decking and all Necessary Accessories. Indicate if this is an Add or Deduct to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$15,750.0000	\$15,750.00	Complete	

Line 003 | Alternate #2: Unit Price #1: Timber Pile Length. Add to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Linear Foot	\$1,550.0000	\$1,550.00	Complete	

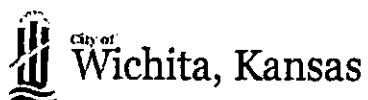
Line 004 | Alternate #2: Unit Price #1: Timber Pile Length. Deduct to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Linear Foot	\$1.0000	\$1.00	Complete	

Line 005 | Alternate #3: Unit Price #2 Number of Timber Piles. Cost Per Each Pile.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Each	\$689.3000	\$689.30	Complete	

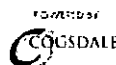
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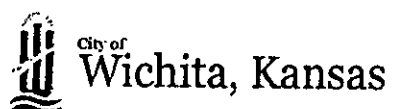
**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB540130 **Sound System Renovation Ice Center** **Close Date/Time:** 7/24/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Parks**Responses:** 3

Vendors	Complete	Bid Total	City Comments
ELECTRONIC CONTRACTING COMPANY	Complete	\$41,551.00	Award 08/04/2015 Park & Recreation Department
CONFERENCE TECHNOLOGIES, INC.	Complete	\$43,458.21	
MCCLELLAND SOUND INC	Complete	\$44,901.40	

[Top of the Page](#)

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540130 Sound System Renovation Ice Center Close Date/Time: 7/24/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Parks

Responses: 3

Go to: 001

Line 001 | Provide Labor, Materials, and Equipment for Sound System Renovation at the Wichita Ice Center, 505 West Maple, Wichita Ks as per drawings and specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ELECTRONIC CONTRACTING COMPANY	1	Lump Sum	\$41,551.0000	\$41,551.00	Complete	
CONFERENCE TECHNOLOGIES, INC.	1	Lump Sum	\$43,458.2100	\$43,458.21	Complete	7 days for EQ arrival and 7 days for install completion
MCCLELLAND SOUND INC	1	Lump Sum	\$44,901.4000	\$44,901.40	Complete	

[Top of the Page](#)

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 4, 2015**

- a. 2015 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Hydraulic) (468-85044/620749/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I,III) - \$214,000.00
- b. 2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs Phase 3 (various locations) (472-85208/707084/211547) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$1,148,280.00
- c. Woodridge, from the north line of Lot 34, Block D, north, east and north to the north line of Lot 9, Block C and on Woodridge Court (Lots 10-16, Block C), from the east line of Woodridge , southeasterly to and including the cul-de-sac and that sidewalk be constructed on Woodridge to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (472-85048/766335/490356) Does not affect existing traffic. (District II) - \$289,000.00
- d. Stormwater Drain #401 to serve Falcon Falls 6th Addition (north of 45th Street North, west of Hillside) (468-85038/751537/485428) Does not affect existing traffic.. (District I) - \$156,000.00

PRELIMINARY ESTIMATE of the cost of:

2015 Sanitary Sewer Reconstruction Phase 8
(north of Pawnee, east of Hydraulic)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, SS 8"	564	lf
2	Pipe Removed	564	lf
3	Point Repair (Site 1)	1	LS
4	Point Repair (Site 4 / 12 lf)	1	LS
5	Point Repair (Site 4 / 15 lf)	1	LS
6	MH, Outside Drop Constr (or Reconstr)	5	ea
7	MH, Rehab Liner	1	LS
8	MH Rehabilitated	1	ea
9	MH, Removed	2	ea
10	MH, Standard SS (4')	2	ea
11	MH Adjusted (6" to 12")	1	ea
12	MH Frame & Cover, Replaced	7	ea
13	MH Bench & Invert, Removed & Repl	3	ea
14	Riser Assembly, Vertical	1	ea
15	AC Pavement Rem & Repl (incl C&G)	31	lf
16	Concrete Pvmnt Rem & Repl (incl C&G)	31	lf
17	Concrete Sidewalk Rem & Replaced	4	lf
18	Fill, Flowable	69	lf
19	Site Clearing	1	LS
20	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

21	Service Reconnection, Sewer (4")	4	ea
22	BMP, Construction Entrance	1	ea
23	BMP, Silt Fence	40	lf
24	BMP, Ditch Check	1	ea
25	BMP, Erosion Control Mat	40	sy
26	BMP, Back of Curb Protection	20	lf
27	BMP, Curb Inlet Protection	1	ea

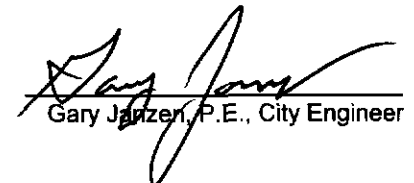
Construction Subtotal

Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$214,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

PRELIMINARY ESTIMATE of the cost of:

2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs Phase 3
(Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS

1	2.0" Partial Depth Asphalt Repair (BM-2)(PG64-22)	400	tn
2	Full Depth Asphalt Repair (BM-2)(PG64-22)	300	tn
3	Thermal Crack Repair (Standard Duty)(2.5' wide)	59,500	lf
4	Thermal Crack Repair (Heavy Duty)(2.5' wide)	12,000	lf

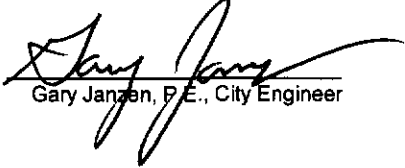
Construction Subtotal

Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost\$1,148,280.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211547 (707084) 472-85208

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Woodridge, from the north line of Lot 34, Block D, north, east and north to the north line of Lot 9, Block C and on Woodridge Court (Lots 10-16, Block C), from the east line of Woodridge, southeasterly to and including the cul-de-sac and that sidewalk be constructed on Woodridge to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	AC Pavement 5" (3" Bit Base)	4,028	sy
2	Crushed Rock Base 5", Reinforced	5,024	sy
3	Concrete Pavement (VG) 7" (Reinf)	80	sy
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	2,343	lf
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	55	lf
6	Wheelchair Ramp w/ Detectable Warnings	2	ea
7	Excavation	618	cy
8	Fill, Compacted (95% Density)	80	cy
9	Inlet, Adjusted	2	ea
10	Inlet Hookup	2	ea
11	Maintain Existing BMPs	1	LS
12	Grading, Easement	1	LS
13	Signing	1	LS
14	Seeding	1	LS
15	Site Clearing	1	LS
16	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

17	Concrete Sidewalk 4"	3,961	sf
18	Inlet Underdrain	42	lf
19	MH Adjusted, SS	1	ea
20	MH Adjusted, SWS	1	ea
21	BMP, Back of Curb Protection	2,397	lf
22	BMP, Curb Inlet Protection	2	ea
23	BMP, Silt Fence	60	lf

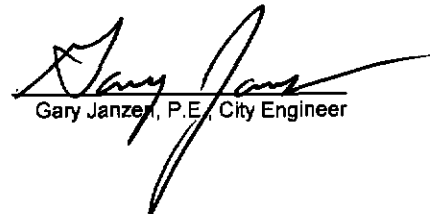
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$289,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490356 (766335) 472-85048

Page _____

EXHIBIT _____

To be Bid:

July 24, 2015

PRELIMINARY ESTIMATE of the cost of:

Stormwater Drain #401 to serve Falcon Falls 6th Addition
(north of 45th Street North, west of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Grading, Mass	1	LS
2	Maintain Existing BMPs	1	LS
3	Seeding	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

6	Rip-Rap, Light Stone	60	sy
7	BMP, Ditch Check	5	ea
8	BMP, Erosion Control Mat	200	sy
9	BMP, Erosion Control Berm	1,750	lf
10	BMP, Silt Fence	360	lf

Construction Subtotal

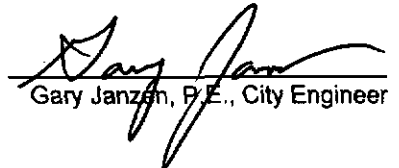
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost

\$156,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

485428 (751537) 468-85038

Page _____

EXHIBIT

**City of Wichita
City Council Meeting
August 4, 2015**

TO: Mayor and City Council

SUBJECT: Gilbert and Mosley Site Groundwater Contamination – Source Area Investigations – Professional Services Contract (Districts III, I, and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the contract for Comprehensive Investigation and Corrective Action Study (CI/CAS) work to be conducted at four source area sites impacting the groundwater within the Gilbert and Mosley (GM) Groundwater Contamination Site, and approve any necessary budget adjustments.

Background: The GM project is a very large and complex groundwater pollution site within the south-central portion of Wichita. The City is bound by a settlement agreement with the Kansas Department of Health and Environment (KDHE) to manage the groundwater remediation. Investigation and control of source areas impacting the groundwater is a critical and required component of the Corrective Action Decision (CAD). The four source areas to be investigated for this contract are: the former APCO site at 1001 East Lincoln Street; the former Automotive Fleet Service (AFS) site at 1116 East Douglas Avenue; the LORAC site at 624 East Harry Street; and the former Reid Supply, Inc. (RSI) site at 911 East Indianapolis Street. All four sites will have CI work completed to identify the nature and extent of contamination. A CAS to identify potential remedies for groundwater cleanup will be conducted for AFS, LORAC, and RSI. A CAS is not anticipated to be necessary for the APCO Site as KDHE efforts to clean up petroleum contamination on the site appear to have also remediated the chlorinated solvent contamination.

Analysis: The GM source area investigations are required by KDHE as part of the settlement agreement and CAD. The selection of these professional services followed the City's Administrative Regulation for competitive procurement by a selection committee comprised of City staff. The initial request for proposal (RFP) was issued in October 2012 and requested bids on a variety of tasks associated with both the North Industrial Corridor and GM sites. The RFP review process by the selection committee resulted in four companies being chosen for interviews: SCS Aquaterra, Environ, Burns & McDonnell, and CDM Smith. These companies were then issued clarification proposal requests during the summer of 2014 for the GM source area investigations portion of the original RFP. Only SCS Aquaterra, Burns & McDonnell, and CDM Smith provided clarification proposal submittals. The selection committee for the original RFP reviewed the clarification proposal submittals. Based upon the original proposals, clarifying proposals, and presentations, SCS Aquaterra was selected by the committee, based primarily upon its professional qualifications, knowledge, and competitive pricing.

Financial Considerations: Based upon the specific tasks to be performed under the scope of services, the not-to-exceed total cost is \$143,000 for the CI/CAS work. Additionally, the not-to-exceed limits for the individual sites are as follows:

Task 1	CI/CAS for LORAC Site -	\$39,000
Task 2	CI for APCO Site -	\$25,000
Task 3	CI/CAS for AFS Site -	\$39,000
Task 4	CI/CAS for RSI Site -	\$40,000

The duration of the contract is until the four tasks are complete but is anticipated to require at least two years. These costs are typical for limited scope source area CI/CAS efforts. The GM fund includes the GM Tax Increment Financing allocations and settlements. Funding is available in the remediation budget to cover the cost of this contract.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract with SCS Aquaterra, authorize the necessary signatures, and approve any necessary budget adjustments.

Attachment: Contract.

CONTRACT for PROFESSIONAL SERVICES

Source Area Work for the Gilbert & Mosley Groundwater Contamination Site FP 240081

THIS CONTRACT entered into this ____th day of _____, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SCS AQUATERRA**, 11120 K 26th Street North, Suite 1100 Wichita, KS 67226, Telephone Number 316-315-4501 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Comprehensive Investigation (CI) and Corrective Action Study (CAS) assessments for up to four individual sites within the Gilbert and Mosley (GM) Groundwater Contamination Site (Formal Proposal- FP240081 – GM Source Area Scope); and

WHEREAS, the **CITY** wishes to analyze and report the results of the source area CI and CAS studies, hereafter called the "**PROJECT**"; and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its Scope of Services, provided as **Exhibit B**, in response to Formal Proposal Number- FP240081 – GM Source Area Scope, which is attached hereto and incorporated herein by this reference, the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal vetting process for Formal Proposal- FP240081 shall be considered a part of this contract and is incorporated by reference herein.

The **CONTRACTOR** shall perform the tasks required in the July 25, 2014 clarification letter for the four sites identified in the above document. Tasks shall include preparation of Work Plan documents; meetings with City and Kansas Department of Health and Environment (KDHE) officials; conduct of an environmental field investigation as proposed in the KDHE-approved Work Plans; and preparation and submittal of draft and final CI and CAS report documents to the **CITY** for submittal to KDHE. Work shall commence within 30 days of contract authorization and be completed within the schedule provided in the CI/CAS Work Plans to be provided to and approved by the KDHE. Work shall be conducted as specified in the Scope of Services (**Exhibit B**).

All work plans and reports will be submitted according to the KDHE approved work

plans and will be signed and sealed by a Kansas Licensed Professional Geologist or Professional Engineer. The vendor shall submit one hard copy and two electronic (CD) copies each to the **CITY** and the KDHE.

When requested by the **CITY**, the **CONTRACTOR** will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:

- a. Consult or witness for the **CITY** in any litigation, administrative hearing, or other legal proceedings related to the Project.
- b. Additional investigative services not covered by the scope of this Agreement.
- c. A change in the Scope of Services for the Project.

In the event of a change in the Scope of Services for the Project, caused by an act or omission of **CITY**, or error or change in the information provided by the **CITY**, or change in law, or event of force majeure, or if additional services should be necessary, the **CONTRACTOR** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional services will be performed nor will additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** as described in Project Costs per the proposal and Contractor's schedule of fees provided in the September 12, 2014 Gilbert & Mosley (GM) Source Area Scope – Clarifying Proposal RFP No. FP240081 and summarized in **Exhibit B**, which is attached hereto and incorporated herein by reference with a not to exceed cost of \$143,000 in total for the one CI source area and three CI/CAS source area projects identified in the Clarifying Proposal RFP No. FP240081. Each site shall be considered an individual task for this contract. Work conducted for the LORAC site shall be Task 1. Work conducted for the APCO site shall be Task 2. Work conducted for the AFS site shall be Task 3. Work conducted for the RSI site shall be Task 4. The not to exceed limits for these four tasks are as noted below.

Task 1 – CI/CAS for LORAC site – \$39,000
Task 2 – CI for APCO site – \$25,000
Task 3 – CI/CAS for AFS site – \$39,000
Task 4 – CI/CAS for RSI site – \$40,000

Monthly invoices will be submitted by the **CONTRACTOR** to **CITY** covering services performed and expenses incurred during the preceding month. Invoices will be submitted on an individual task basis (as noted above) with actual unit numbers for each task (samples collected, wells measured, field oversight hours, etc.) and the cost per unit. Reports maybe billed based upon the percentage complete. Meetings will be billed at staff hourly rates provided in **Exhibit B** and include up to three meetings per task number. Upon request, documentation of reimbursable expenses included in the invoice will be provided at the cost to **CONTRACTOR**. Invoices are due 30 days after receipt. In the event a portion of

CONSULTANT'S invoice is disputed by **CITY**, the undisputed portion shall be paid by **CITY** by the due date. **CITY** shall advise **CONTRACTOR** in writing of the disputed portion of any invoice.

3. **Term.** The term of this contract shall be for durations identified in the one CI and three CI/CAS Work Plans to be submitted to and approved by KDHE. This contract is subject to cancellation by the **CITY**, at its discretion at any time upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises-operations, explosion, collapse and underground hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate

OR

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automotive Liability – Comprehensive Form including all owned, hired, and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

OR

Bodily Injury and Property Damage
Liability (Combined Single Limit) \$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability \$100,000 each accident

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the **CITY** assumed by the **CONTRACTOR** in the contract documents.

B. Cancellation- should any of the above policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as **Exhibit A**.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents that he or she is duly authorized by the **CONTRACTOR** to execute this contract, and that the **CONTRACTOR**

has agreed to be bound by all its provisions.

13. In Addition, the **CONTRACTOR** Agrees

- a. That the field notes and other pertinent drawings and documents in electronic format (Access, Excel, AutoCAD, etc.) pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONTRACTOR'S** services in accordance with this Agreement; and there will be no restriction or limitation on their further use by the **CITY**. Provided, however, that **CITY** shall hold **CONTRACTOR** harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the **PROJECT**.
- b. To attend meetings with the **CITY** and other local, state and federal agencies as necessitated by the **SCOPE OF SERVICES**.
- c. To make available during regular office hours, all calculations, sketches and drawings associated with this **PROJECT** such as the **CITY** may wish to examine periodically during performance of this Agreement.
- d. To save and hold **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.
- e. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONTRACTOR** and, where relevant to method of payment, to make such material available to the **CITY**.

14. The **CITY** Agrees

- a. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files at no cost to the **CONTRACTOR**. Confidential materials so furnished will be kept confidential by the **CONTRACTOR**. **CONTRACTOR** will have no liability for defects in the Services attributable to **CONTRACTOR'S** reliance upon or use of data, information, reports, analyses, protocols, plans, or other information furnished by or through the **CITY** or third parties retained by **CITY**, unless verification of such information is expressly included in the Scope of Services.
- b. To pay the **CONTRACTOR** for services in accordance with the requirements of this Contract.
- c. To provide the right-of-entry for **CONTRACTOR'S** personnel in performing field surveys and inspections.

- d. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **CONTRACTOR** in a timely fashion.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

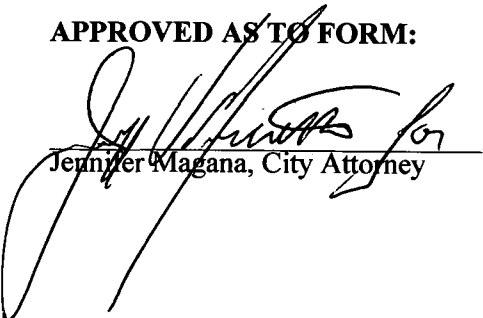
ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

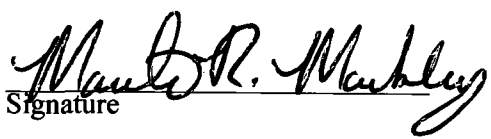
Jeff Longwell
Mayor

APPROVED AS TO FORM:




Jennifer Magana, City Attorney

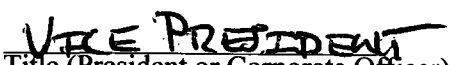
SCS Aquaterra



Signature



Print Name



Title (President or Corporate Officer)

Exhibit A

**REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT
FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination-Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination-- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections I through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four(4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B - Gilbert and Mosley Source Areas

GILBERT & MOSLEY SITE
SOURCE AREA INVESTIGATIONS

PROJECT APPROACH AND TECHNICAL SCOPE

PROJECT APPROACH & TECHNICAL SCOPE

Background Information

The September 1994 Final Corrective Action Decision for Interim Groundwater Remediation (CAD) of the Gilbert and Mosley (GM) site in Wichita, Kansas required several actions, including Hydraulic Containment to prevent further migration of contaminated groundwater and Individual Source Control Activities.

According to the CAD, individual source control activities must be established at identified source areas to eliminate and/or reduce toxicity, mobility, and volume of waste/contaminant at the sites. Per the CAD, source controls will be determined on an individual basis following an appropriate source investigation. The scope of this clarifying proposal is to complete the individual source investigations at four identified sites, consisting of Comprehensive Investigations (CIs) and Corrective Action Studies (CASs):

- LORAC Company, Inc. (LORAC),
- Former APCO Trust (APCO); note only a CI will be completed for this site,
- Automotive Fleet Services (AFS), and
- Reid Supply (RSI).

SCS Aquaterra conducted a file review of city files for sites located within the GM site boundaries prior to submission of our December 19, 2012 proposal for the North Industrial Corridor (NIC) and GM projects. The following table summarizes the background information contained in City of Wichita files related to this clarifying proposal.

Site	Previous CI?	Previous CAS?	Soil Probes	Groundwater Probes	Monitor Wells	Previous Investigations
LORAC	NO	NO	11	0	0	2009 SI conducted by Shaw for LORAC
APCO	NO	YES	26 ¹	9 ¹	14	1990 Terracon Preliminary Assessment 1990 UST Removal by GSI 1993 Site Assessment by GSI 2008 Site Investigation by Aquaterra 2009-2012 Site Remediation by Aquaterra
AFS	NO	NO	0	3	0	No Site-Specific Investigations Reviewed
RSI	NO	NO	2	10	2	No Site-Specific Investigations Reviewed

The July 25, 2014 request for clarifying proposals solicits pricing and performance of CIs on each of the four identified sites, and CAS evaluations for three of the four sites (excludes APCO). The CI/CAS work will be in accordance with the Kansas Department of Health and Environment (KDHE) *Scope of Work for a Comprehensive Investigation / Corrective Action Study*, guidance policy number BER-RS-20, dated December 29, 2005. The guidance document indicates the objectives of the CI are to:

¹ CAS Work Only

CI/CAS PROJECT APPROACH & TECHNICAL SCOPE

1. Identify and characterize all potential source areas, including identifying all chemicals of concern, determining the mechanisms of release, estimating the quantities of release, and determining whether these releases are ongoing or inactive;
2. Delineate and characterize the full lateral and vertical extent of contamination for each of the impacted environmental media at the site;
3. Characterize the environmental setting, including regional and local geology, hydrogeology, and hydrology; particularly as those site physical characteristics may pertain to contaminant transport and fate mechanisms for the site or may affect the evaluation, selection and design of cleanup alternatives for the site;
4. Characterize the physicochemical properties of the contaminants, their mobility and persistence in the environment, and their important fate and transport mechanisms as they relate to the site physical characteristics;
5. Identify human and environmental targets that may be threatened or affected by the site;
6. Perform a quantitative human health and/or ecological risk assessment to determine whether and the extent to which the site requires remediation;
7. Perform bench or pilot treatability tests as necessary to support the development of potential corrective action alternatives; and
8. Develop a preliminary list of remedial action objectives and corresponding potential corrective action alternatives.

For the four identified source areas, some or all of several CI objectives have essentially been completed, including most of Objectives 1, 3, 4, and 5, based on past investigation and historical evaluations conducted as part of the on-going GM remediation. The city-provided scope of work is focused on collecting the data to complete Objective 2. SCS Aquaterra believes it is crucial to incorporate the existing available data from the GM and NIC sites into the CI/CAS program.

The primary objectives of the CAS are described as follows:

1. Evaluate the feasibility, effectiveness, and cost of at least two potential remedial actions based on the findings of the CI, and to compare and contrast those alternatives to each other and the "no action" alternative;
2. Recommend and justify a specific corrective action for the site; and
3. Determine the health and environmental effects of the remedial action.

Our proposed approach and scope of services for performing the CIs and CASs are described in the following paragraphs.

CI/CAS PROJECT APPROACH & TECHNICAL SCOPE

CI or CI/CAS Work Plan

Prior to developing the CI or CI/CAS Work Plan for a site, SCS Aquaterra will again review City files to ensure that all existing and available soil and groundwater information about each site is used to develop the work plan. *In this manner, SCS Aquaterra can reduce the CI costs by focusing the investigation on areas not previously assessed, minimizing the collection of redundant data.* In our experience, one of the main objectives of a work plan is to manage regulatory expectations throughout the life of the project by providing a higher level of detail on investigation goals, rationale, and various submittal requirements early in the design process. The CI work plans will be prepared in accordance with the KDHE guidance and contain the following components:

- Work plan objectives (clearly identified).
- A detailed project schedule in Gantt chart format which breaks down the work structure for the project.
- A summary of the CI investigation goals, objectives and activities, and specific components for other anticipated work plans, such as electrical conductivity logging or the use of a Membrane Interface Probe (MIP) for detailed site characterization.
- Appended Supporting Project Plans (Sampling and Analysis Plan, Health and Safety Plan, Quality Assurance Project Plan).
- A summary of the CI data reporting requirements.

CI Implementation

The City specified a well-defined technical approach for the CI data collection activities and data reporting in the July 25, 2014 request for clarifying proposals for the GM Source Area Investigations. The requested scope clarification is straight-forward and is not re-stated in this clarifying proposal response. SCS Aquaterra has prepared a cost estimate to perform the requested CI activities (included herein) as defined in the July 25, 2014 letter. However, please note the current scope differs from the scope originally proposed in our December 2012 proposal response. SCS Aquaterra believes the CI scope requested in the City's clarifying proposal letter of July 25, 2014 provides an excellent platform to comply with the BER-RS-20 guidance policy. The scope of work appears to focus more effort on the characterization of groundwater, and to a lesser extent on the identification of source soil that may represent long-term impacts to the groundwater and may impact the operation of the existing GM groundwater remediation system. The following paragraphs summarize SCS Aquaterra's alternative approach, if approved by the City and KDHE.

While characterization of the groundwater is important for complying with the BER-RS-20 guidance policy, SCS Aquaterra believes the presence of the existing GM groundwater remediation pump and treatment system can be used to limit the focus of source remediation at identified sites to the unsaturated soil (soil above the groundwater level). SCS Aquaterra believes that by focusing the investigation on impacts to the unsaturated soil, data will be

CI/CAS PROJECT APPROACH & TECHNICAL SCOPE

collected to identify if remediation of the unsaturated zone is warranted, as well as whether remediation, if required, should consist of excavation of impacted soils or remediation of impacted soils through techniques such as soil vapor extraction (SVE). SCS Aquaterra believes that substantial cost savings can be provided to the City by focusing possible remediation efforts on the soil, and not the groundwater, from the beginning of the work planning process. The operation of the existing GM groundwater pump and treatment system may justify omitting the design, installation, and operation of a source area groundwater remedial system, thereby reducing expenses. Existing analytical data related to the GM groundwater monitoring program has generally indicated these source area sites are not impacting the remediation progress of the GM groundwater plume.

In lieu of standard geoprobe sampling, SCS Aquaterra suggests using an MIP to conduct the initial site characterization of the sites. SCS Aquaterra has used the MIP technology on six sites for KDHE, including three sites in the Wichita area. The MIP tool is pushed into the ground, and the presence of volatile organic compounds (VOCs) is detected and quantified using three different types of gas chromatographs. The MIP gives real time, continuous data with depth of the relative impacts in the soil and groundwater. Normal geoprobe sampling provides relative impact data at 2 to 5-foot intervals using a hand-held field instrument and is subject to a number of potential variables that affect the quality of the data.

In 2008, SCS Aquaterra used the MIP tool to characterize the APCO site (referred to as the Stewart site by KDHE at that time) as part of the underground storage tank remediation effort that SCS Aquaterra performed for KDHE. In the course of characterizing the petroleum impacts to the soil, one of the three gas chromatographs used with the MIP tool indicated the presence of chlorinated hydrocarbons in the subsurface. Not expecting the presence of chlorinated hydrocarbons on a petroleum site, SCS Aquaterra advised KDHE of the presence of chlorinated hydrocarbons. At that time, KDHE advised SCS Aquaterra the site was also a potential source area for the GM plume.

KDHE is familiar with the MIP tool and currently receptive to its use and the data that can be obtained by its use. *While the tool does not eliminate the need for selective soil sampling and laboratory analysis, it allows for a more comprehensive and rapid characterization of a site, reducing the overall site characterization costs.*

CI Reporting

The KDHE BER-RS-20 guidance policy identifies the required elements of the CI Report. The CI Reports will include the information and data collected during the investigations and describe the work performed to accomplish the objectives as set forth in the work plans and the KDHE BER-RS-20 guidance policy. The CI Report format will be consistent with the scope of work provided in BER-RS-20, and will include appropriate tables, figures, well logs, laboratory analytical data, references, appendices, etc. to effectively portray the data generated during the investigation, to support conclusions drawn in the CI Report, and provide recommendations for additional investigation to fill remaining data gaps.

CI/CAS PROJECT APPROACH & TECHNICAL SCOPE

CAS Implementation and Reporting

Per the KDHE BER-RS-20 guidance policy, the CAS is the process through which detailed assessments of at least two plausible corrective action alternatives and the "no action" alternative are performed. The evaluation must include:

1. A description of the contaminants of concern within each environmental media;
2. An identification of all real and potential human and environmental targets and an evaluation of all direct and indirect exposure pathways;
3. A description of the site-specific corrective action goals;
4. Treatability studies for corrective actions considered innovative or unproven; and
5. A detailed individual and comparative analysis of each of the proposed corrective actions, and the "no action" alternative.

Each alternative and the "no action" alternative will be evaluated to determine if the alternative satisfies the following criteria:

- Overall protection of human health and environment;
- Compliance with Federal and State applicable, or relevant and appropriate requirements (ARARs);
- Long-term effectiveness and permanence;
- Reduction of toxicity, mobility and volume of contamination through treatment;
- Short-term effectiveness;
- Implementability;
- Cost; and
- Community acceptance.

SCS Aquaterra will prepare CAS Reports for the LORAC, AFS, and RSI sites, meeting the requirements of the BER-RS-20 guidance policy including:

1. A brief summary of the findings of previous environmental investigations;
2. A description of the site-specific corrective action goals;
3. A description of each corrective action alternative evaluated, including the "no action" alternative;
4. A discussion of each corrective action alternative evaluated;
5. A recommendation for corrective action at the site; and
6. Appendices containing background information and literature research used to evaluate each corrective action alternative.

Supplemental - per January 25, 2015 selection committee meeting:

SCS Aquaterra staff will attend up to three meetings per CI/CAS program and submit quarterly reports to the City identifying, at a minimum, activities during the quarter; planned activities for the next quarter; any delays in deliverables or activities; and any issues that have or may impact future activities or deliverables.

GILBERT & MOSLEY SITE
SOURCE AREA INVESTIGATIONS
TIMELINE AND ESTIMATED FEE

Deliverables, Milestones, and Project Timeline

SCS Aquaterra anticipates the CI Work Plans for each of the four identified source area sites can be developed and submitted to KDHE within eight to ten weeks of contract approval and/or receiving Notice-to-Proceed. This timeframe is fairly aggressive, yet allows necessary time for collaboration with the City and TAC on the work scope, as well as appropriate time for the City and TAC to review and comment on draft versions of the work plans. Frequent communication and diligent project management will be crucial to maintain progress. SCS Aquaterra looks forward to exceeding the City's expectations.

The SCS Aquaterra Team can begin implementation of the CI field activities at the LORAC, APCO, AFS, and RSI sites immediately upon KDHE approval. The CI reports will be prepared and provided to the City and TAC within six weeks of completion of field work and receipt of analytical data.

Following KDHE approval of the CI reports, the CAS reports can be developed and submitted to the City and TAC within 12 to 16 weeks. This timeframe is moderately aggressive, and can be expedited if necessary. However, the timeframe for the CAS reports is highly dependent on the results of the CIs, which will dictate the available appropriate remedial alternatives.

In addition, SCS Aquaterra will provide quarterly progress letter reports to the City identifying work performed during the quarter, work planned for the next quarter, any delays in deliverables or activities, and any issues that have or may impact future activities or deliverables.

Estimated Fee

Per the attached tables as modified during contract negotiation.

Gilbert Mosley RFP No. FP240081
GM Source Area Scope
City of Wichita

May 21, 2015

Task 1: LORAC Site CI/CAS

Personnel

Geologist - Field Oversight	\$ 75.00	x	55	hours	=	\$ 4,125.00
Project Director	\$ 165.00	x	8	hours	=	\$ 1,320.00
Probe Surveying	\$ 750.00	x	1	hours	=	\$ 750.00
CI Work Plan	\$ 2,500.00	x	0	hours	=	
CI/CAS Work Plan	\$ 2,800.00	x	1	hours	=	\$ 2,800.00
CI Report	\$ 4,100.00	x	1	hours	=	\$ 4,100.00
CAS Report	\$ 3,500.00	x	1	hours	=	\$ 3,500.00
KDHE Meetings	\$ 3,500.00	x	1	hours	=	\$ 3,500.00

Personnel Subtotal: \$ 20,095.00

Subcontractor

Method

Rig Mobilization	\$1,700.00	x	0.5	Lump Sum	=	\$ 850.00
Shallow GW Samples (15-20 Ft)	\$160.00	x	20	Each	=	\$ 3,200.00
Deep GW Samples (35-45 Ft)	\$220.00	x	10	Each	=	\$ 2,200.00
Shallow Soil Samples (1-10 Ft)	\$130.00	x	20	Each	=	\$ 2,600.00
Deep Soil Samples (35-45 Ft)	\$260.00	x	10	Each	=	\$ 2,600.00
Shallow Well Sampling	\$70.00	x	5	Each	=	\$ 350.00
Deep Well Sampling	\$105.00	x	5	Each	=	\$ 525.00
Passive Air Samples	\$160.00	x	5	Each	=	\$ 800.00
QA/QC Soil Samples	\$49.50	x	2	Each	=	\$ 99.00
QA/QC Water Samples	\$49.50	x	3	Each	=	\$ 148.50
QA/QC Air Samples	\$0.00	x	0	Each	=	
Field Equipment	\$100.00	x	5	Day	=	\$ 500.00
Vehicle	\$75.00	x	10	Day	=	\$ 750.00
VOCs - groundwater samples	8260B \$49.50	x	45	Each	=	\$ 2,227.50
VOCs - air sample	TO15 \$99.00	x	5	Each	=	\$ 495.00
VOCs - soil samples	8260B \$49.50	x	30	Each	=	\$ 1,485.00

Subcontractor Subtotal: \$ 18,830.00

Task 1 Total: \$ 38,925.00

Gilbert Mosley RFP No. FP240081
GM Source Area Scope
City of Wichita

May 21, 2015

Task 2: APCO Site CI

Personnel

	RATE	x	QUANTITY	UNIT	=	COST
Geologist - Field Oversight	\$ 75.00	x	28	hours	=	\$ 2,100.00
Project Director	\$ 165.00	x	8	hours	=	\$ 1,320.00
Probe Surveying	\$ 750.00	x	1	hours	=	\$ 750.00
CI Work Plan	\$ 2,500.00	x	1	hours	=	\$ 2,500.00
CI/CAS Work Plan	\$ 2,800.00	x	0	hours	=	
CI Report	\$ 4,100.00	x	1	hours	=	\$ 4,100.00
CAS Report	\$ 3,500.00	x	0	hours	=	
KDHE Meetings	\$ 3,500.00	x	1	hours	=	\$ 3,500.00

Personnel Subtotal: \$ 14,270.00

Subcontractor

Rig Mobilization		\$1,700.00	x	0.5	Lump Sum	=	\$ 850.00
Shallow GW Samples (15-20 Ft)		\$160.00	x	10	Each	=	\$ 1,600.00
Deep GW Samples (35-45 Ft)		\$220.00	x	5	Each	=	\$ 1,100.00
Shallow Soil Samples (1-10 Ft)		\$130.00	x	10	Each	=	\$ 1,300.00
Deep Soil Samples (35-45 Ft)		\$260.00	x	5	Each	=	\$ 1,300.00
Shallow Well Sampling		\$70.00	x	3	Each	=	\$ 210.00
Deep Well Sampling		\$105.00	x	3	Each	=	\$ 315.00
Passive Air Samples		\$160.00	x	0	Each	=	
QA/QC Soil Samples		\$49.50	x	2	Each	=	\$ 99.00
QA/QC Water Samples		\$49.50	x	2	Each	=	\$ 99.00
QA/QC Air Samples		\$0.00	x	0	Each	=	
Field Equipment		\$100.00	x	3	Day	=	\$ 300.00
Vehicle		\$75.00	x	6	Day	=	\$ 450.00
VOCs - groundwater samples	8260B	\$49.50	x	24	Each	=	\$ 1,188.00
VOCs - air sample	TO15	\$99.00	x	0	Each	=	
VOCs - soil samples	8260B	\$49.50	x	30	Each	=	\$ 1,485.00

Subcontractor Subtotal: \$ 10,296.00

Task 2 Total: \$ 24,566.00

Gilbert Mosley RFP No. FP240081
GM Source Area Scope
City of Wichita

May 21, 2015

Task 3: AFS Site CI/CAS

Personnel

Geologist - Field Oversight	\$ 75.00	x	55	hours	=	\$ 4,125.00
Project Director	\$ 165.00	x	8	hours	=	\$ 1,320.00
Probe Surveying	\$ 750.00	x	1	hours	=	\$ 750.00
CI Work Plan	\$ 2,500.00	x	0	hours	=	
CI/CAS Work Plan	\$ 2,800.00	x	1	hours	=	\$ 2,800.00
CI Report	\$ 4,100.00	x	1	hours	=	\$ 4,100.00
CAS Report	\$ 3,500.00	x	1	hours	=	\$ 3,500.00
KDHE Meetings	\$ 3,500.00	x	1	hours	=	\$ 3,500.00

Personnel Subtotal: \$ 20,095.00

Subcontractor

Rig Mobilization	\$1,700.00	x	0.5	Lump Sum	=	\$ 850.00
Shallow GW Samples (15-20 Ft)	\$160.00	x	20	Each	=	\$ 3,200.00
Deep GW Samples (35-45 Ft)	\$220.00	x	10	Each	=	\$ 2,200.00
Shallow Soil Samples (1-10 Ft)	\$130.00	x	20	Each	=	\$ 2,600.00
Deep Soil Samples (35-45 Ft)	\$260.00	x	10	Each	=	\$ 2,600.00
Shallow Well Sampling	\$70.00	x	5	Each	=	\$ 350.00
Deep Well Sampling	\$105.00	x	5	Each	=	\$ 525.00
Passive Air Samples	\$160.00	x	5	Each	=	\$ 800.00
QA/QC Soil Samples	\$49.50	x	2	Each	=	\$ 99.00
QA/QC Water Samples	\$49.50	x	3	Each	=	\$ 148.50
QA/QC Air Samples	\$0.00	x	0	Each	=	
Field Equipment	\$100.00	x	5	Day	=	\$ 500.00
Vehicle	\$75.00	x	10	Day	=	\$ 750.00
VOCs - groundwater samples	8260B \$49.50	x	45	Each	=	\$ 2,227.50
VOCs - air sample	TO15 \$99.00	x	7	Each	=	\$ 693.00
VOCs - soil samples	8260B \$49.50	x	15	Each	=	\$ 742.50

Subcontractor Subtotal: \$ 18,285.50

Task 3 Total: \$ 38,380.50

Gilbert Mosley RFP No. FP240081
GM Source Area Scope
City of Wichita

May 21, 2015

Task 4: RSI Site CI/CAS

Personnel

	RATE	x	QUANTITY	UNIT	=	COST
Geologist - Field Oversight	\$ 75.00	x	55	hours	=	\$ 4,125.00
Project Director	\$ 165.00	x	8	hours	=	\$ 1,320.00
Probe Surveying	\$ 750.00	x	1	hours	=	\$ 750.00
CI Work Plan	\$ 2,500.00	x	0	hours	=	
CI/CAS Work Plan	\$ 2,800.00	x	1	hours	=	\$ 2,800.00
CI Report	\$ 4,100.00	x	1	hours	=	\$ 4,100.00
CAS Report	\$ 3,500.00	x	1	hours	=	\$ 3,500.00
KDHE Meetings	\$ 3,500.00	x	1	hours	=	\$ 3,500.00

Personnel Subtotal: \$ 20,095.00

Subcontractor

Method

Rig Mobilization		\$1,700.00	x	0.5	Lump Sum	=	\$ 850.00
Shallow GW Samples (15-20 Ft)		\$160.00	x	20	Each	=	\$ 3,200.00
Deep GW Samples (35-45 Ft)		\$220.00	x	10	Each	=	\$ 2,200.00
Shallow Soil Samples (1-10 Ft)		\$130.00	x	20	Each	=	\$ 2,600.00
Deep Soil Samples (35-45 Ft)		\$260.00	x	10	Each	=	\$ 2,600.00
Shallow Well Sampling		\$70.00	x	5	Each	=	\$ 350.00
Deep Well Sampling		\$105.00	x	5	Each	=	\$ 525.00
Passive Air Samples		\$160.00	x	5	Each	=	\$ 800.00
QA/QC Soil Samples		\$49.50	x	2	Each	=	\$ 99.00
QA/QC Water Samples		\$49.50	x	3	Each	=	\$ 148.50
QA/QC Air Samples		\$0.00	x	0	Each	=	
Field Equipment		\$100.00	x	5	Day	=	\$ 500.00
Vehicle		\$75.00	x	10	Day	=	\$ 750.00
VOCs - groundwater samples	8260B	\$49.50	x	45	Each	=	\$ 2,227.50
VOCs - air sample	TO15	\$99.00	x	7	Each	=	\$ 693.00
VOCs - soil samples	8260B	\$49.50	x	30	Each	=	\$ 1,485.00

Subcontractor Subtotal: \$ 19,028.00

Task 4 Total: \$ 39,123.00

Gilbert Mosley RFP No. FP240081 Total: \$ 140,994.50

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Improvements to Mosley and Rock Island between 2nd and 3rd Streets (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On March 27, 2015, the City Manager approved an agreement with Ruggles & Bohm for concept design of improvements to Mosley and Rock Island, between 2nd and 3rd Streets. The improvements will upgrade the streets to current Old Town standards, which includes landscaping and other amenities. The design concept was approved by the City Council on June 16, 2015.

Analysis: A supplemental agreement for final design has been prepared to provide improvements that include a landscape plan, underground drainage, boardwalks, lighting, and waterline replacement design.

Financial Considerations: The original design contract was approved by the City Manager on March 27, 2015, in the amount of \$38,700. The cost of the additional design work is \$89,200, which brings the total design fee to \$127,900.

Funding is available within the existing budget, approved by the City Council on March 3, 2015, and is funded by the Tax Increment Financing Project Plan. The waterline portion of the project is funded by the 2015 Water Mains Replacement or Relocation (W-67) Program, which was approved by the City Council on February 24, 2015.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No 1.

SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 27, 2015
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
RUGGLES & BOHM, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated March 27, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **MOSLEY & ROCK ISLAND, BETWEEN 2ND AND 3RD STREETS** (Project No.472-85195_707086).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Prepare additional design for paving, water, and storm sewer improvements for Mosley & Rock Island, between 2nd & 3rd Streets (see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee as follows:

Paving & storm sewer improvements (707086):	\$82,450.00
Waterline improvements (636319):	<u>\$ 6,750.00</u>
TOTAL:	\$89,200.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **June 25, 2015**.
- (b) Office check plans by **August 4, 2015**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **September 1, 2015**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

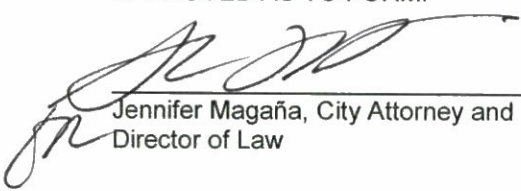
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

RUGGLES & BOHM, P.A.



(Name and Title)

Christopher M. Bohm
Pres.



**RUGGLES
& BOHM**

www.RBKansas.com
924 North Main
Wichita, KS 67203
316.264.8008

June 4, 2015

Mr. Paul Gunzelman, P.E.
Assistant City Engineer
City of Wichita – 7th Floor
Wichita, KS 67202

**ROCK ISLAND AND MOSLEY PAVING PROJECTS
BETWEEN 2ND AND 3RD STREETS
PROJECT NUMBER 472-85195**

SCOPE OF SERVICES – DESIGN PHASE 6/4/2015

From the approved geometry determined in the Concept phase, Ruggles & Bohm will prepare final construction plans which consist of the following services:

- Collect any additional topographic survey data for areas over which the physical improvements will be constructed.
- Finalize the location and system sizes for the companion storm water sewer system.
- Prepare construction documents for the pavement improvements in the original design contract as amended and approved by the Engineering Division after completion of the Concept Phase, as reviewed by DAB VI and the Design Council (May 2015). Plan development shall be in a format approved the City of Wichita.
- Develop details and supplemental specifications for the project in a format approved by the City of Wichita.
- Provide affected utility companies with both preliminary and final plans with coordination of utilities handled per the provisions of the original agreement, which includes formal submittal via the ULCC process (first ULCC meeting now scheduled).
- Provide the City of Wichita with Field Check, Office Check, and Final Check plans including the following major items per the provisions of the original agreement:
 - Paving Plans (brick or concrete paver surfacing with concrete header configuration per the approved concept plan).
 - Storm water sewer plans as developed with the design.
 - A Water line extension plan along Mosley Street, from 2nd to 3rd Streets.
 - Two boardwalk sections adjacent to the east right of way of Mosley Street as developed in the concept plan.
 - Planters and Art Pedestals as per the concept plan.
 - Lighting per the concept plan.
 - Design of add-alternate lighting on the south side of Rock Island.
 - Design of add-alternate archway on Mosley Street.
 - Drip irrigation plans for the proposed planters along the project corridor.

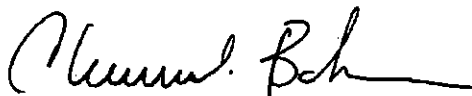
- Provide the City of Wichita with detailed construction cost estimates in the format required by the original agreement.
- Provide survey control data on the final plans for areas of Old Town Paving construction per the provisions of the original agreement.
- Provide final plans for bidding per the provisions of the original agreement.

We are requesting a phase two design agreement which would amend our original concept phase contract for the design of the Rock Island and Mosley Paving projects as follows:

1. For the paving plan set and specifications as indicated above: a design fee of \$79,850
2. For the water line plan set, Mosley from 2nd to 3rd Street: a fee of \$6,750.00
3. (Optional) For an addition storm water extension along Rock Island to address an existing drainage issue: \$2,600.00

These fees are in addition to the phase one concept fees of \$38,700.00 which are already under contract. Please let me know should you require any additional information, and we are very much enjoying the design of these streets.

Best Regards,
RUGGLES&BOHM



Christopher Bohm, P.E.
Principal

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 and Funding for Douglas Avenue Bus Facility Improvements (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement, revised budget and adopt the amending resolution.

Background: On August 21, 2012, the City Council approved the acceptance of a Federal Transit Administration (FTA) Bus Livability Initiative grant to design and construct bus facility improvements along Douglas from Main Street to Washington Avenue. On February 12, 2013, the City Council entered into an agreement with Law Kingdon Architecture to design the improvements. The project was bid on October 25, 2013, with all bids exceeding the engineer's estimate. To reduce costs, the shelters were redesigned and the project was rebid on February 7, 2014. Again, all bids exceeded the engineer's estimate. Due to the unsuccessful bids, the project was split into two phases. Phase I of the project was bid on June 27, 2014, and consisted of curb extensions, shelter pads and bicycle racks. Phase I of the project was awarded to Cornejo & Sons and is now complete. Phase II of the project will include the fabrication and installation of the bus shelters and will be bid in the summer of 2015.

Analysis: During construction of Phase I, electrical service modifications were determined, making the redesign of electrical services necessary for installation of the bus shelters in Phase II. A supplemental design agreement has been prepared to provide the additional services.

Financial Considerations: The original design contract in the amount of \$131,010 was approved by the City Council February 12, 2013. The cost of the additional services is \$4,000, bringing the total cost of design to \$135,010. Funding is available within the existing project budget of \$1,350,000, approved by the City Council on August 21, 2012, consisting of a FTA grant in the amount of \$1,080,000, and \$270,000 in general obligation (GO) funding.

Based on bids received on October 25, 2013 and February 7, 2014, and the remaining funding in the existing budget after Phase I completion, it has been determined that an additional \$200,000 is needed to complete the bus shelter fabrication and installation in Phase II.

The Proposed 2015-2024 Capital Improvement Program (CIP) includes Transit funding in the amount of \$356,250 allotted towards shelters, benches and signs, which includes \$125,000 in federal funding and \$231,250 in GO funding. Staff recommends initiating \$200,000 of the GO funding in the \$356,250 CIP budget.

This brings the total project budget to \$1,550,000, which includes \$470,000 in GO funding and \$1,080,000 in FTA grant funding.

Legal Considerations: The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental Agreement No.1, budget sheet and amending resolution.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 472-85080

FUND: 522 Transit Capital Grants

COUNCIL DISTRICT: 13 Council Districts 1, 6

DATE COUNCIL APPROVED: 7-28-15

REQUEST DATE:

PROJECT #: 716014

PROJECT TITLE: KS-04-0016 Douglas TOD Bus Stops

PROJECT DETAIL #: 010120

PROJECT DETAIL DESCRIPTION: KS-04-0016 Douglas TOD Bus Stops

OCA #: 716139

OCA TITLE: KS-04-0016 Douglas TOD Bus Stops

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget

Adjustment

New Budget

9720 G.O. Bonds	\$270,000.00	\$200,000.00	\$470,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$270,000.00	\$200,000.00	\$470,000.00

Expense Object Level 3

2999 Contractuals	\$270,000.00	\$200,000.00	\$470,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$270,000.00	\$200,000.00	\$470,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 12, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

LAW/KINGDON, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated February 12, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **DOUGLAS AVENUE BUS FACILITY FROM MARKET TO WASHINGTON** (Project No.472-85080_716014-010120).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Prepare redesign and improvements to bus bench shelters along Douglas from Market to Washington (see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee as follows:

Bus Shelter improvements (716014-010120): \$4,000.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by (COMPLETED).
- (b) Office check plans by (COMPLETED).
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by (COMPLETED).

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

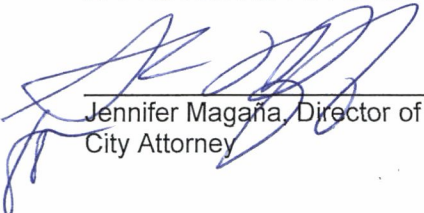
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law and
City Attorney

LAW/KINGDON, INC.



(Name and Title) Director of Landscape
Architecture



LawKingdon Architecture

Inspire. Create. Achieve.

DALLAS & WICHITA
345 RIVERVIEW, Suite 200
Wichita, Kansas 67203
T 316 268 0280
F 316 268 0205
lawkingdon.com

Mr. Paul Gunzelman, P.E.
Public Works Department, Engineering Division
City of Wichita, 7th Floor
455 North Main
Wichita, KS 67202

**RE: Proposal for Design Services – Douglas Ave Transit Improvement Project
Supplemental Agreement #1**

Mr. Gunzelman,

Item #1

We are requesting additional fees to cover increased costs associated with a change the City requested to serve electrical power to five shelters from traffic signal poles and to move service equipment at shelter #7 from the shelter to the existing transformer service enclosure. This work will require LK to verify existing street signal service equipment and confirm if this is suitable to serve these five shelters. Additionally, we will need to re-design the equipment layout on six shelters.

In the interest of time, we are moving ahead with this work to expedite the changes to bid the shelters.

Additional Fee: \$4,000.00

Sincerely;

LawKingdon Architecture
Jeffrey A. Best, ASLA
Director of Landscape Architecture

RESOLUTION NO. 15-223

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 12-199 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No.12-199** of the City (the “Prior Resolution”), authorized the following described public improvements:

Labor, material, and equipment necessary for design, construction and related improvements for bus shelters, electronic information signage, benches, trash cans, landscaping, streetscaping improvements, pavement removal/replacement, traffic control signage, striping, sidewalks, curb, gutter, storm water improvements, wheelchair ramps, bicycle parking, traffic signalization, wayfinding signage, and other improvements as needed to supplement grants, awards, or donations. (472-85080).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. *Section 2* of the Prior Resolution is hereby amended to read as follows:

Section 2. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$470,000 in accordance with specifications prepared or approved by the City Engineer.

Section 2. Repealer; Ratification. *Section 2* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (“the Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the August 21, 2012, adoption of Resolution No. 12-199, to the extent of Bonds originally authorized thereunder, and expenditures made**

on or after the date 60 days prior to the adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: KDOT Safety Grant Bicycle Lights, Bells, and Reflectors Agreement

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant agreement and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. Plan Strategy 11 recommends that the City promote bicycle education and encouragement in Wichita through partnerships with community organizations and businesses.

On May 1, 2015, the Wichita City Council approved the submission of a grant application to the Kansas Department of Transportation (KDOT) for competitive traffic safety funding for the purchase and distribution of bicycle lights, reflectors, and bells.

On June 9, 2015, KDOT staff notified the City of Wichita that the grant application was successful and provided a grant agreement for City of Wichita signatures.

Analysis: The grant will fund the purchase and distribution of bicycle lights, reflectors, and bells in order to improve the safety of all roadway users. The lights and reflectors will help make people bicycling more visible to people walking and driving. The bicycle bells will provide devices for people bicycling to make audible signals to help make other roadway users aware of their presence.

The grant is a reimbursement program; all reimbursement requests must be submitted to KDOT by September 30, 2015 for the City to receive the grant funding.

Financial Considerations: KDOT grant funding agreement is for \$2,000, which is only available as a reimbursement for costs incurred by the City. The grant agreement proposes that \$750 would fund the creation, publication, and distribution of printed educational materials; and \$1,250 would fund the purchase of bicycle lights, reflectors, and bicycle bells. The KDOT does not allow indirect costs to be charged to the grant.

Legal Considerations: The Law Department has reviewed and approved the grant contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the grant agreement and authorize the necessary signatures.

Attachment: KDOT Highway Safety Project Agreement

KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROJECT AGREEMENT
Wichita Street Safety Education – Lights and Bells

PARTIES:

Michael S. King, Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

City of Wichita

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number above and the city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Project Detailed Plan.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of **May 1, 2015**.

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the work completed and expenses incurred in the performance of this Project Agreement in an amount not to exceed the total annual amount provided in the Project Detailed Plain. These periodic amounts are:

Period 1	\$2,000.00
Total	\$2,000.00

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the Project Detailed Plan.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to fulfill the work identified and described in the Project Detailed Plan.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by **September 30, 2015**.

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

- 6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.
- 7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.
- 8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.
- 9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- 10) All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Project Agency agrees to the following provisions:
- a) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway program in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. §200.500 et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 et seq.
 - b) The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.
 - c) If the Project Agency is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Agency will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the Project Agency for items considered Non-Participating Costs, the Project Agency shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 11) If they have not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
- 12) The Project Agency agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

Article III - THE PARTIES AGREE:

- 1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

- 2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.
- 3) The Project Detailed Plan, Attachment 1, is incorporated by reference and made a part of this Agreement.
- 4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.
- 5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.
- 6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.
- 7) The Certification for Contractual Services with Current Legislator or Legislator's Firm which is attached hereto as Attachment 5, are incorporated into this Agreement and made a part hereof.
- 8) If the total value of this agreement exceeds \$100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 6 to this agreement and be incorporated by reference and made a part thereof.
- 9) This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 10) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING OFFICIALS
X

Jeff Longwell, Mayor
City of Wichita

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King,
Secretary of Transportation
for the State of Kansas

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section
Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Project Name: Wichita Street Safety Education - Lights and Bells

Section 1-Project Agency Information

1. Name of Project Agency: City of Wichita	2. Mailing Address (Street, City, State, Zip Code): 455 N. Main Street 10 th Floor Wichita, KS 67202
3. Name & Title of Agency Head: City of Wichita Mayor Jeff Longwell 4. Agency Head Phone: 316.268.4331 5. Agency Head Email: jlongwell@wichita.gov	6. Name & Title of Person Authorized to commit agency to contracts (Board of Directors Chair, City Manager, County Commission Chair, etc.): Jeff Longwell, Mayor of Wichita
7. Name of Project Contract Person: Scott Wadle 8. Contact's Phone: 316.352.4855 9. Contact's Cell Phone: 10. Contact's E-mail: swadle@wichita.gov 11. Contact's FAX:	12. *Preferred Payment Method: (Select one by clicking on the box) Check: <input type="checkbox"/> Direct Deposit: <input checked="" type="checkbox"/>
13. Alternate Address for KDOT checks (optional):	14. Name of Financial Contact Person (optional): Derek Slocum 15. Finance Telephone Number: 316.268.4445 16. Financial Email Address: dslocum@wichita.gov

FOR KDOT USE ONLY

Index: 0403 Project No. SP-1602-15 Contract No. PS-1132-15 *DUNS No. 043063460	Current Contract Period: (From/To): 05/01/2014 – 09/30/2015 Full Project Period: (From/To): 05/01/2015 – 09/30/2015	*Clarification *Preferred Payment Method: If your agency does not now receive state payments by direct deposit, or you are not sure of its status, your financial staff must call the KDOT Federal Aid and Project Accounting Unit at (785) 296-3205 for help getting this process set up correctly. *DUNS No.: The DUNS # was originated by Dun and Bradstreet as a means of identifying every private and public entity on earth. It has been adopted by the federal government as the unique identifier for all entities receiving federal funds such as ours. The central financial office for your agency should know your number. *SAM Expiration Date: The System for Award Management (SAM) is a central registry the federal government has established on the Internet to record the DUNS # and other information about your agency. Your central financial office should know the date of their most recent registration in this system, or should do so if they haven't ever registered.
Fed. Awarding Agency: NHTSA Fed. Funding Source: 402 PS State Awarding Agency: N/A State Funding Source: N/A	Fed. Employer ID No. (FEIN) 48-6000653 Federal Award ID No. (FAIN) 18X9204020KS15 Fed. Award Date: 11/14/14	
Total Project Funds: \$2,000 Total Contract Funds: \$2,000 No. of Contract Years: 1	Agency Use: 5590 Budget Unit: 73021 CMS #: 035151132	
*System for Award Mgt. (SAM) Expiration Date: 09/17/15	Sub: Fund: 4100	
Research & Development Funds: N/A	Indirect Cost Rate: N/A CFDA: 20.600	
% Local Benefit: 100% Recipient Match Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Amount:	Approved Budget Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other Information:	

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section
Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Section 2-Safety Issue & Proposed Action

17. Describe the traffic safety issue to be addressed (Problem Statement):

The traffic safety issues addressed by this project are:

- crashes involving motor vehicles and bicyclists
- crashes involving bicyclists and pedestrians.

In the four years from 2011 to 2014, there were 320 crashes involving motor vehicles and bicyclists. Between 2011 and 2014 there was one crash between a person bicycling and a person walking that resulted in hospitalization.

18. Describe the project intended to address these issues (The Proposed Solution):

The project will purchase and distribute free bicycle lights, bicycle bells, and educational materials in order to promote better compliance with Wichita City Code Section 11.48.090 (requiring lights or reflectors) and Section 11.48.160 (requiring audible signal before overtaking and passing a pedestrian).

19. Describe the expected outcomes, benefits, or results (Performance Objectives):

1. The number of bicycle and motor vehicle crashes will be reduced by 20 percent.
2. The number of bicycle and pedestrian crashes will be reduced to zero in 2015.

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section
Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Section 3-Budget

DIRECTIONS: Enter your specific Agency categories under each budget line item; then, enter budget costs based on 1-year, 2-year and 3-year projections as applicable. Provide a grand total to include all years provided for at the bottom.

Category and Line Item Descriptions	FFY 2015	FFY	FFY
<u>Personnel:</u>			
1. Staff hours to create educational materials for distribution with bells and lights	\$250		
2.			
3.			
4.			
5.			
Sub-Total			
<u>Commodities:</u>			
1. Purchase of bicycle lights and bicycle bells	\$1,250		
2. Printing of educational materials for distribution	\$500		
3.			
4.			
Sub-Total			
<u>Contractual:</u>			
1.			
2.			
3.			
Sub-Total			
<u>Travel:</u>			
1.			
2.			
3.			
Sub-Total			
<u>Expense type:</u>			
1.			
2.			
3.			
Subtotal			
Annual Totals:	\$2,000	\$	\$
GRAND TOTAL:	\$2,000		

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the

Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: **PROVIDED**, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CERTIFICATION OF THE PROJECT AGENCY

I hereby certify that I am _____ and duly authorized representative of _____ and that neither I, nor the above Project Agency I here represent, has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Project Agency) to solicit or secure this Agreement; or
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

 Signature of: Jeff Longwell, Mayor
City of Wichita

 Date:

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239 (c)

Kansas law (K.S.A. 46-239 (c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code) _____

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/

Project No: _____
(if applicable)

County: _____
(if applicable)

Certification -- Federal Funds -- Lobbying
Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or sub-grantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

 Signature of: Jeff Longwell, Mayor
 City of Wichita

 Date

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Maintenance and Repair of Fire Stations (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project initiation and adopt the bonding resolution.

Background: The City maintains 22 fire stations, with the oldest built in 1950. These support facilities are essential to emergency response strategies and it is important to ensure these buildings are adequately maintained.

Analysis: The funds would be intended for stations 20 years old and older that have unmet maintenance needs. These projects typically include updates to key infrastructure components, such as heating, ventilating and air conditioning, concrete pads, door replacements, etc. These improvements will improve overall operating costs and extend the service life of the stations. An analysis of the stations by Public Works and Facilities with Fire Department input would provide the guidance for prioritizing the areas of improvement.

Financial Considerations: The 2015-2024 Proposed Capital Improvement Program includes \$250,000 in general obligation bond funding for Fire Station Maintenance in 2015.

Legal Considerations: The Law Department has reviewed and approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the project initiation, adopt the bonding resolution and authorize the necessary signatures.

Attachments: CIP Sheet and bonding resolution.

RESOLUTION NO. 15-224

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Maintenance and Repair of Fire Stations

(That includes the targeted maintenance upgrades and facility system replacements to improve energy efficiencies and station functionality at selected fire station locations within the City, collectively, the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$250,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet and Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4th, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2015

CIP #: 2015-2024 CIP

CWP

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Fleet & Bldings

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 435 Public Improvements

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED:

REQUEST DATE: Jul 20, 2015

PROJECT #: 435483

PROJECT TITLE: Maintenance and Repair of Fire Stations

PROJECT DETAIL #:

PROJECT DETAIL DESCRIPTION: Maintenance and Repair of Fire Stations

OCA #: 795006

OCA TITLE: Maintenance and Repair of Fire Stations

PERSON COMPLETING FORM: Megan McCall

PHONE #: 268-4093

PROJECT MANAGER: Rick Stubbs

PHONE #: 268-4119

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9720 G.O. Bonds	\$250,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$250,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$250,000.00

EXPENSE TOTAL: \$250,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Sale of City Property Adjacent to 1105 W. 13th Street (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired a parcel on the south side of 13th Street west of Shadyway in 1924 for the opening and widening of 13th Street between Garland and Carlos Streets. Upon completion of the road project, a parcel with approximately 34,100 square feet remained. A significant portion of the site is underlain with storm sewer. Due to the curvature of the adjacent road developing a drive to serve the parcel has been considered hazardous, thus preventing the sale of the lot as an independent parcel. The drive and part of the garage serving the adjacent property at 1105 W. 13th have encroached onto the parcel since at least 1950. The new owner of the property has offered to purchase part of the lot to eliminate the encroachment. The lot is zoned residential.

Analysis: The adjacent owner has offered \$5,000 (\$.28 per square foot) for 17,690 square feet of the lot. The area being purchased includes about 5,000 square feet of open area with the rest of the site being timbered. The purchase price approximates the County tax value for usable land in the area. The parcel will be formally incorporated into the buyer's adjacent ownership. The buyer has agreed that the lot will not be sold or developed separately from the adjacent ownership. The sale does not impact the storm sewers or river access. It does eliminate an encroachment and relieve the City of maintenance responsibility for the area.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs. The proceeds from the sale, net fees and operating expenses, will be deposited to the General Fund or as directed.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

Attachments: Real estate purchase agreement, survey and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and John W. (Jack) Kellogg, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

See Exhibit A, attached
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Five Thousand Dollars and Zero Cents (\$5,000) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be split between buyer and seller.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
6. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 31, 2015.
8. Possession to be given to Buyer at closing
9. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
10. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
11. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer

at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
12. Buyer covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
- A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
13. Buyer covenants and agrees that the above described parcel shall not be sold separately from the property described as the East 7.4 feet of Lot 43, all of Lots 45 and 47 and Reserve C except that part deeded to City and except .04 acres taken by CC A-13909-68 in Orchard Beach Addition to Wichita, Sedgwick County, Kansas and commonly known as 1105 West 13th Street North.
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

SELLER

John W. (Jack) Kellogg

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law



Legend

☐ Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,036



Exhibit A



Armstrong Land Survey, P.A.

1601 E. Harry
WICHITA, KS 67211

Ph. (316)263-0082
Fax (316)263-0092

State of Kansas)
County of Sedgwick) SS

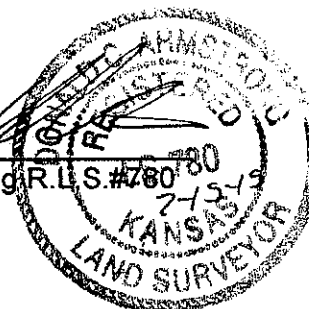
I, Donald C. Armstrong, registered and authorized to practice Land Surveying in said state and county do hereby certify that I caused to be surveyed and did prepare the following:

A tract described as BEGINNING at the Southeast corner of Reserve C, Orchard Beach Addition to Wichita, Sedgwick County, Kansas; THENCE N00°38'53"W along the East line of said Reserve C, 117.02 feet to the South line of Stanley Drive now 13th Street North as condemned in Condemnation Case 13909-68; THENCE Southeasterly along said South line being a curve to the right and having a radius of 394 feet, a distance of 84.38 feet along said curve with a chord measurement of S51°31'39"E, 84.21 feet to the PT of said; THENCE S45°30'32"E continuing along said south line of 13th Street, 35.69 feet; THENCE N00°38'53"E, 175.13 feet; THENCE N64°40'43"W, 100.68 feet to the point of BEGINNING, containing 17,690 square feet more or less and subject to easements of record.

The accompanying sketch is a true and correct exhibit of said survey.

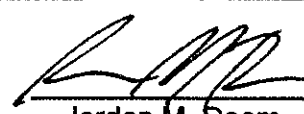
Date of survey: July 15, 2015


Donald C. Armstrong



State of Kansas)
County of Sedgwick) SS

Signed or attested before me on this 15th day of July, 2015 by Donald C. Armstrong.

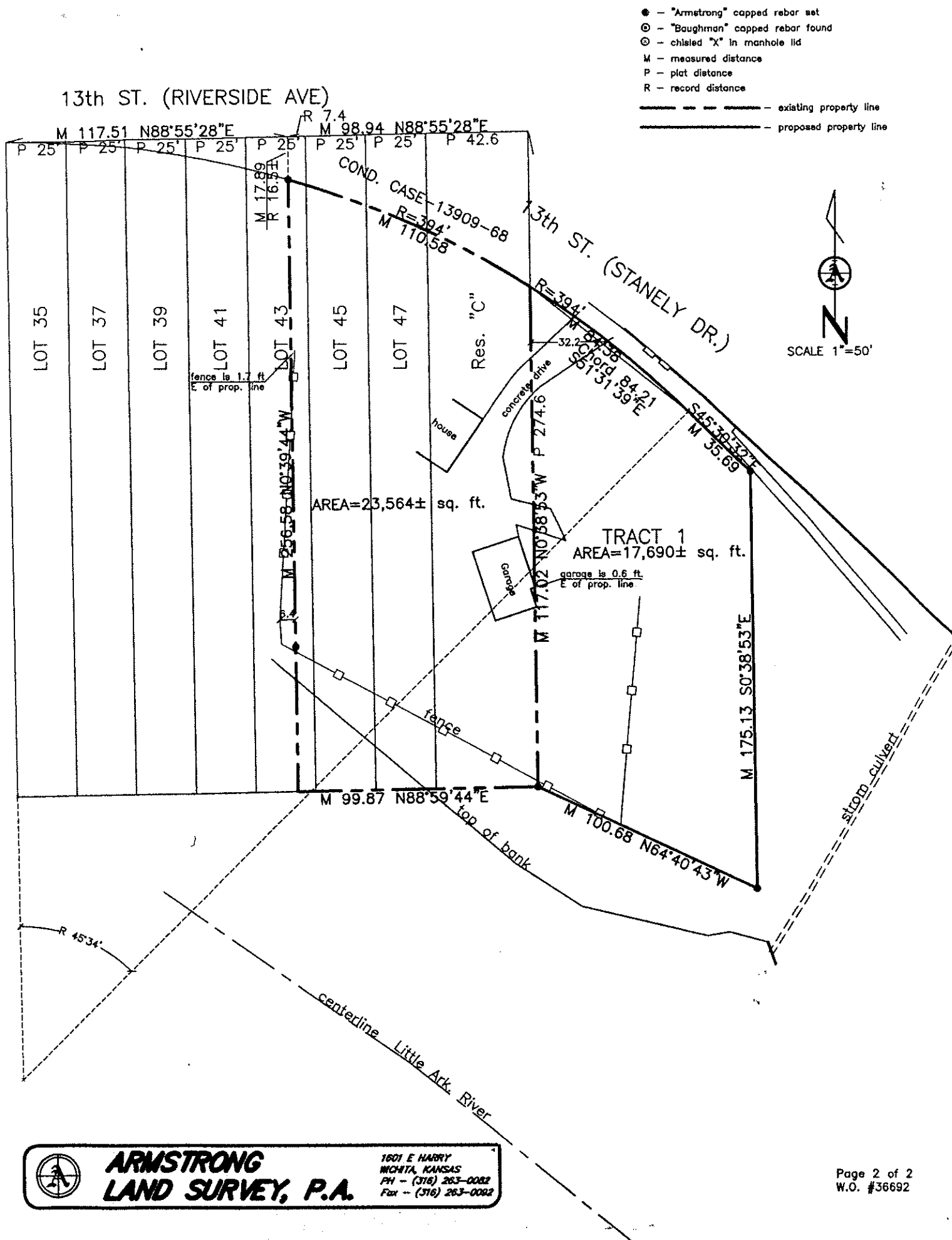

Jordan M. Doom

Notary Public

My commission expires: March 8, 2017

Page 1 of 2





**City of Wichita
City Council Meeting
August 4, 2015**

TO: Mayor and City Council

SUBJECT: Sale of City-owned Land at 2146 N. Erie and 2101 N. Maplewood (*District I*)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: On September 22, 1992, the City Council authorized the purchase of both 2146 N. Erie and 2101 N. Chautauqua, now Maplewood for the relocation of the Northeast Library. In 1996, the library relocated to 3051 E. 21st Street. The improvements on the 2146 N. Erie and 2101 N. Maplewood site were subsequently razed and the properties were declared surplus. Excluding a 20 foot wide strip of land retained as 21st Street right-of-way, the site consists of 18,295 square feet. The property is zoned TF-3, Two-Family.

Analysis: These properties have been on the market and available for sale or lease since 1997. There has been some interest in the properties but no offers have been acceptable. An offer of \$40,000 has been received from Tran, Majher and Shaw Properties, LLC, (TMS). The TMS offer at \$40,000 equates to \$2.18 per square foot. This amount is comparable to other sales of surplus land in the area, and the proposed development is consistent with development within the corridor.

Financial Considerations: The City will receive cash consideration for the sale of the property. The proceeds from the sale, net fees and operating expenses, will be deposited to the General Fund or as directed. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

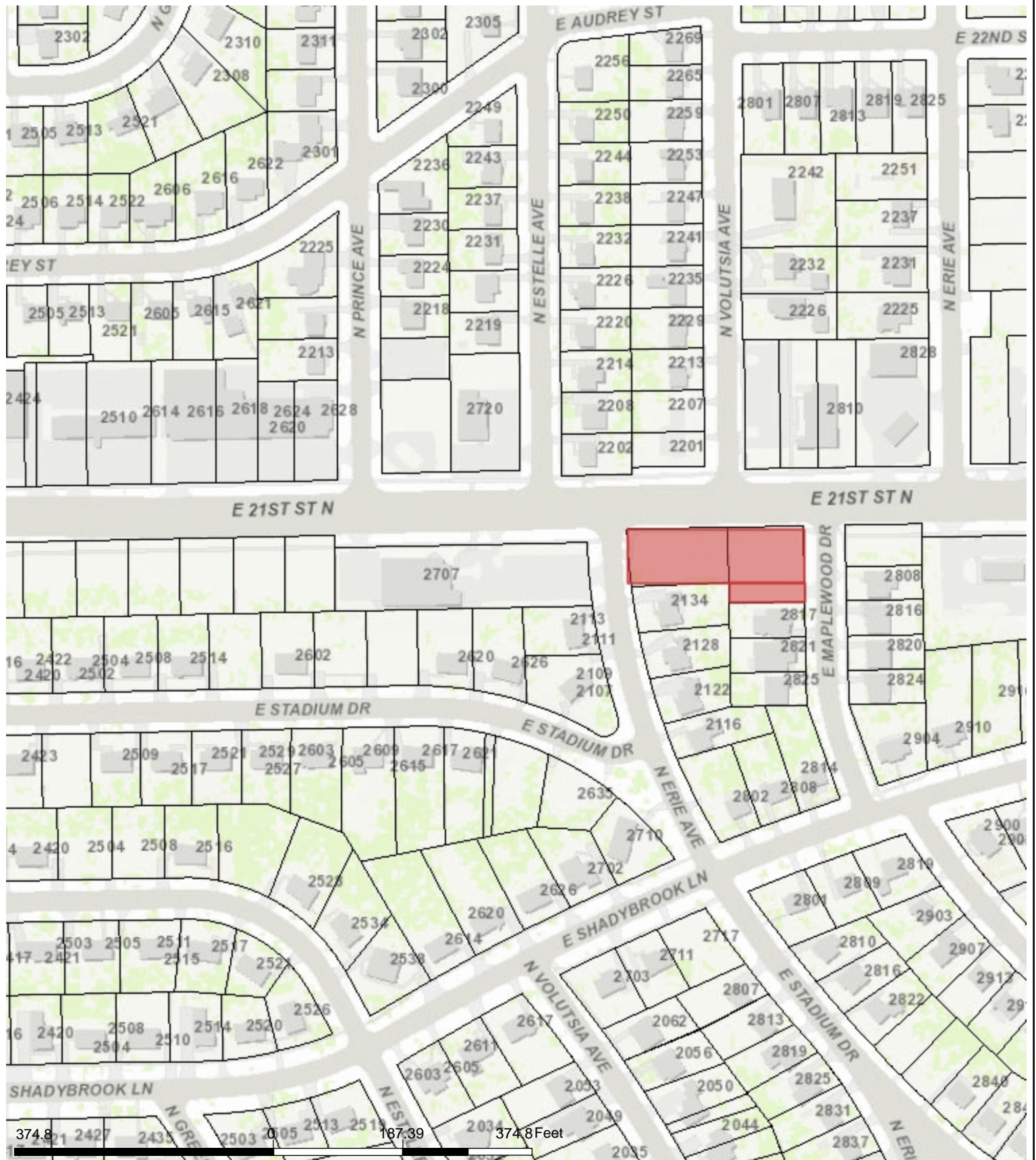
Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

Attachments: *Real estate purchase agreement and aerial.*



21st Street at Erie and Maplewood



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1:2,249



Map Created On: 7/21/15 9:12 AM

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 17 day of July, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Tran, Majher and Shaw, ~~and P.A.~~ ^{ProQuest LLC}, a Kansas Professional Association and/or its assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more. 7/17/15

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

A portion of Lots 8 and 9, Block 3, Shadybrook Addition and a portion of the Northeast quarter of Section 10, Township 27 South, Ranger 1 East of the 6th Prime Meridian in Wichita, Sedgwick County Kansas more fully described in Exhibit A Attached hereto and made a part hereof

Containing approximately .42 acres square feet and located on the south side of 2st Street North between Erie Avenue and Chautauqua Avenue.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Forty Thousand Dollars and Zero Cents (\$40,000.00) in the manner following to-wit: cash at closing
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

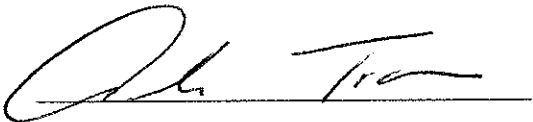
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before July 31, 2015.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.
16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property with commercial facility suitable for professional and/or medical offices. If the Buyer fails to initiate development of the property for said uses within seventy-two months (72) months of the date of closing or offers the property for sale without development, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.
17. Buyer shall present details of the future use of the site to the Seller for Seller's approval prior to closing. Seller shall have the right to approve the user, site plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

Tran Majher and Shaw, O.D., P.A.:

 7/17/15

ANH TRAN

SELLER

The City of Wichita, Kansas, a municipal corporation:

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

Garber Surveying Service, P.A.



2908 North Plum St.
Hutchinson, Kansas 67502
Phone 620 665-7032 • FAX 620 663-7401

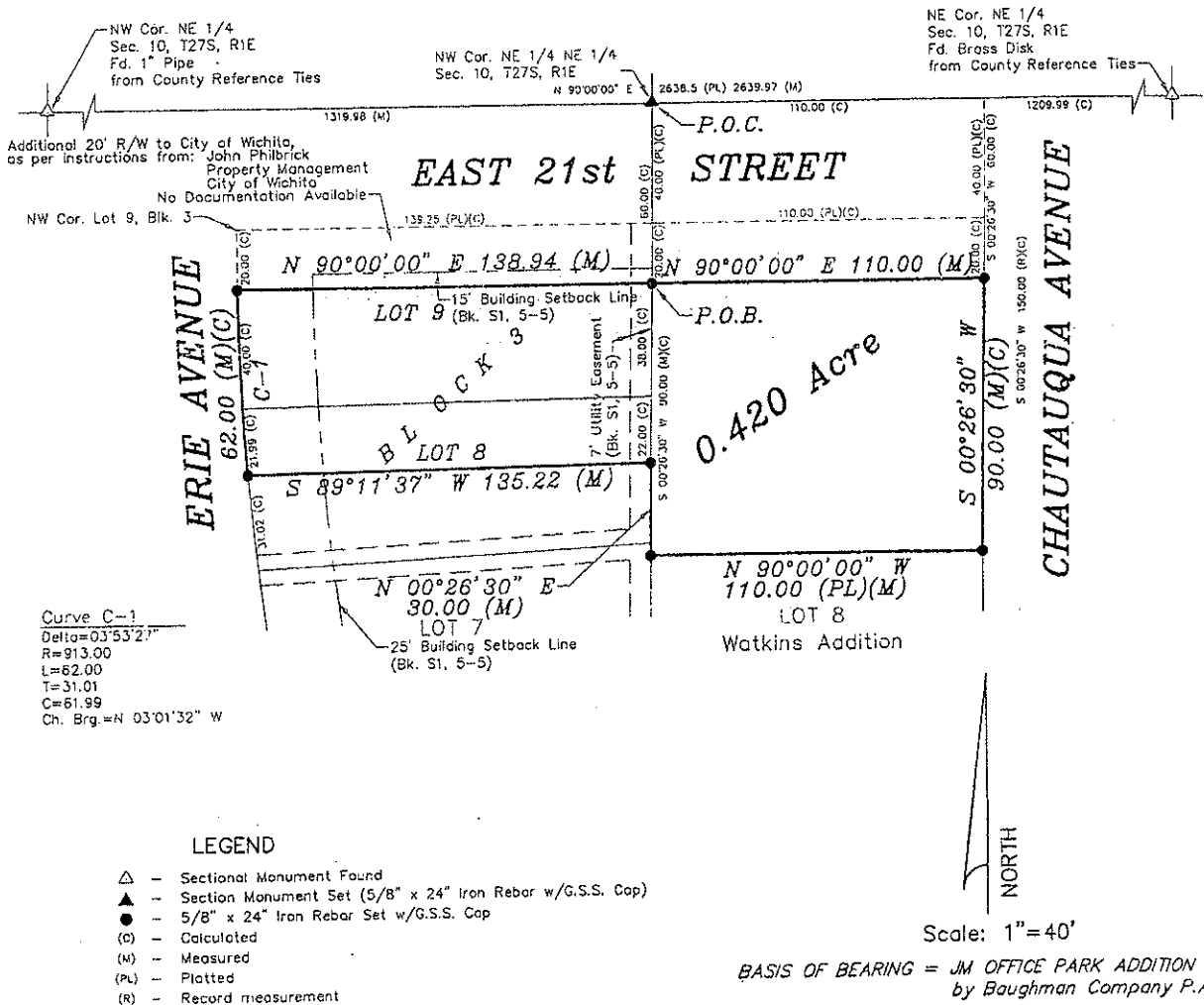
511 North Poplar Street
Newton, Kansas 67114
Phone 316 283-5053 • FAX 316 283-5073

Project No. G2011-187

SURVEY FOR: TRAN MAJOR SHAW PROPERTIES INC.

DESCRIPTION:

A portion of Lots 8 and 9 in Block 3 of Shadybrook Addition and a portion of the Northeast Quarter of Section 10, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas described as follows:
Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 South, Range 1 East of the 6th Principal Meridian, thence with a bearing based on the JM Office Park Addition plat of South 00°26'30" West 60.00 feet for the point of beginning; thence North 90°00'00" East parallel with the North line of said Northeast Quarter 110.00 feet; thence South 00°26'30" West 90.00 feet; thence North 90°00'00" West parallel with the North line of said Northeast Quarter 110.00 feet to the East line of Lot 7 in Block 3 of said Shadybrook Addition; thence North 00°26'30" East along the East line of Lot 7 and Lot 8 in said Block 3 a distance of 30.00 feet; thence South 89°11'37" West 135.22 feet to the West line of said Lot 8; thence along the West line of Lot 8 and Lot 9 in said Block 3 following the arc of a curve to the Right having a radius of 913.00 feet Northerly 62.00 feet (Chord bears North 03°01'32" West 61.99 feet); thence North 90°00'00" East parallel with the North line of said Northeast Quarter 138.94 feet to the point of beginning, containing 0.420 Acre, subject to any easements of record.



City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

SUBJECT: Security System Components, Services, and Upgrades for Wichita Transit

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the vendor selection and contract.

Background: Wichita Transit has a need to install access controls and security cameras on its van maintenance facility which was built in 2010. The building has never had security cameras or access control points. With plans in place to move more staff into that building, Transit will need access controls and security cameras. Also included in the project is updating cameras on the transit operations center. The current cameras are past their useful life and are in need of updating to improve visibility. The City currently has a similar contract for services and components with Sandifer Engineering & Controls (Sandifer) for other City facilities.

Analysis: A request for proposal (RFP) was issued on April 2, 2015. Only one firm, Sandifer, responded to the RFP. Since only one response was received, review by the Staff Screening and Selection Committee was not conducted. Staff from Transit and Finance reviewed the proposal and determined that Sandifer meets the required qualifications and that the proposal is reasonably priced.

The proposed contract with Sandifer provides for purchase, installation, and maintenance of the security system components as required for all Transit facilities, as well as providing specification sheets and drawings for access points and cameras. If approved, the contract will be in effect for a period of one year, at which time it may be extended for up to four additional one-year terms at the request of both parties.

Financial Consideration: The total cost of the initial installment of the access control points and security cameras is \$94,201. After the initial installment, additional projects will be billed at \$70 per hour for new installation or maintenance labor. The components and other parts necessary shall be provided according to the price lists provided in the Sandifer proposal dated April 23, 2015. A Federal grant will pay for 80% of the cost and the 20% match will come from the Transit Fund for the initial installment and any maintenance or projects added at a later date. The project is included in the 2011-2020 Adopted CIP in year 2012. The project has been delayed to 2015 and is additionally included in the Proposed 2015-2024 CIP.

Legal Consideration: The Law Department has approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the selection of Sandifer Engineering & Controls, approve the contract, and authorize the necessary signatures.

Attachment: Sandifer Engineering and Controls Contract

CONTRACT
For
PURCHASE & INSTALL CAMERAS, RECORDERS & ACCESS
CONTROL ALARM SYSTEM AT WICHITA TRANSIT

BLANKET PURCHASE ORDER NUMBER BP540048

THIS CONTRACT entered into this 11th day of August, 2015 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, "CITY", and SANDIFER ENGINEERING & CONTROLS, INC., a Kansas corporation (Vendor Code Number 819793-001), whose principal office is at 206 N. Main, Goddard, Kansas 67052, Telephone Number (316) 794-8880, "VENDOR".

WHEREAS, the CITY has solicited a proposal for Purchase & Install Cameras, Recorders & Access Control Alarm System at Wichita Transit (Formal Proposal – FP540019) [Commodity Code Numbers 68002, 72554 and 92584]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. VENDOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Proposal Number – FP540019 [Commodity Code Numbers 68002, 72554 and 92584], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda and FTA required contract clauses, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540019, shall be considered a part of this contract and is incorporated by reference herein.

2. Dual nature of this Contract. This contract establishes the provisions under which the Vendor will supply parts and services to the City on an on-call basis as needed during the Contract Term and any authorized extensions of this Contract. This Contract also implements the first three requested projects for which these provisions will be effective.

For each on-call project, the VENDOR shall provide the following:

- Selection, procurement and delivery of system components, access controls, cameras, recorders and related equipment for the security system as designed.
- Installation and maintenance services as needed for system set up to achieve a security system that operates as designed.
- Identification Sheet with all access control points and associated locations shown.
- Location and placement drawings of all the cameras to be provided.
- Line drawings of cameras and NVR connections (as built) prior to final walkthrough on any part of any of these projects.

3. For the first designated project, Vendor shall meet these requirements for the installation of an Access Control and Security System at the Wichita Transit Operations Center Paratransit Van Building.

The drawings and specifications for this initial project are as detailed in the RFP, and the Vendor shall execute and complete this project for a sum not to exceed \$29,822.

For the second designated project, Vendor shall meet these requirements for the installation of additional video cameras at the Wichita Transit Administration and Maintenance building. The drawings and specifications for the second project are as detailed in the RFP and the Vendor shall execute and complete this project for a sum not to exceed \$32,142.

For the third designated project, Vendor shall meet these requirements for the installation of a new video camera system at the Wichita Transit Paratransit Van Building. The drawings and specifications for the third project are as detailed in the RFP and the Vendor shall execute and complete this project for a sum not to exceed \$32,237.

4. Compensation. CITY agrees to pay VENDOR the fixed rate of seventy dollars (\$70.00) per hour for installation or maintenance labor on any additional projects requested under this Contract as per the proposal, plans, specifications, addenda and VENDOR'S proposal of April 23, 2015 and as approved by the City Council on August 11, 2015. The components and other parts needed for installation or maintenance shall be provided according to the price lists provided per VENDOR'S proposal of April 23, 2015, which price lists shall remain fixed during the Term of this Contract. The City shall not be obligated to spend any specific amount under this Contract save for the first three projects authorized.

An estimate of proposed hours, rates, and material costs required for performance of the work at any given CITY Transit location will be submitted to and negotiated with Transit staff. A work order with written approval of authorized Transit staff shall be issued in order for the VENDOR to proceed. Any work performed by the VENDOR outside this procedure is at the Vendor's risk, and will not be compensated by the CITY.

5. Term. The term of this Contract shall be from August 11, 2015 to July 31, 2016 with options to renew the Contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This Contract is subject to cancellation by the CITY, at its discretion at any time within the original Contract term or within any successive renewal, upon thirty (30) days written notice to VENDOR.

6. Indemnification and Insurance.

a. VENDOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of VENDOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

b. VENDOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability - statutory

Employers Liability	\$100,000 each accident \$500,000 Aggregate \$100,000 Occupational Disease
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7. Independent Contractor. The relationship of the VENDOR to the CITY will be that of an independent contractor. No employee or agent of the VENDOR shall be considered an employee of the CITY.

8. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract. Vendor shall be responsible for submitting all information required by the local authorities having jurisdiction, in order to obtain all required permits. All electrical works shall have a permit.

9. No Assignment. The services to be provided by the VENDOR under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. VENDOR shall comply with all applicable requirements of the CITY Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

12. No Arbitration. The VENDOR and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

13. Governing Law. This Contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

14. Representative's Authority to Contract. By signing this Contract, the representative of the VENDOR represents that he or she is duly authorized by the VENDOR to execute this Contract, and that the VENDOR has agreed to be bound by all of its provisions.

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IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

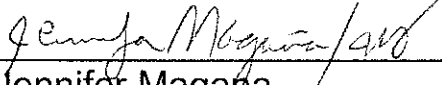
THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Jeff Longwell
Mayor

APPROVED AS TO FORM:

SANDIFER ENGINEERING
& CONTROLS, INC.



Jennifer Magaña
City Attorney and Director of Law



Aaron Rusher
Vice President

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
August 4, 2015

TO: Mayor and City Council

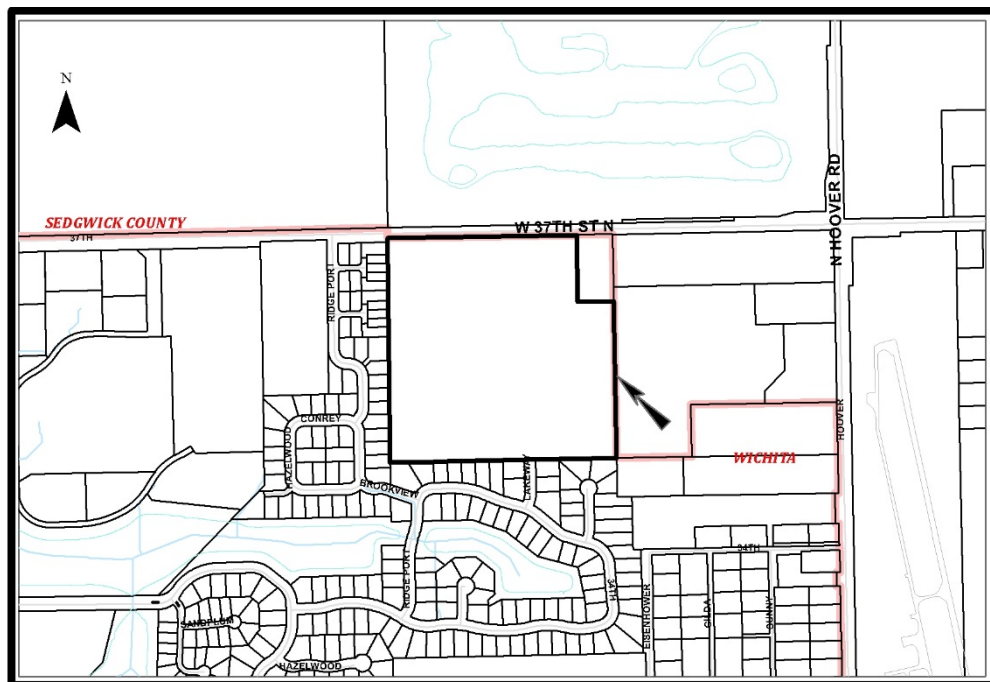
SUBJECT: SUB2014-00022 -- Plat of Siena Lakes Addition Located on the South Side of 37th Street North, West of Hoover (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of 119 lots on 37.3 acres.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenants and Resolutions as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Restrictive Covenants
Resolutions

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-225

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SIENA LAKES ADDITION PHASE 1/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (448-90636).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-269** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Sixty-Six Thousand Dollars (\$66,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 1

Lots 1 through 21, Block 1

Lots 1 through 3, Block 2

(d) The method of assessment is: equally per lot (24 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-226

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SIENA LAKES ADDITION PHASE 2/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (448-90637).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-270** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Forty-One Thousand Dollars (\$241,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 2

Lots 22 through 75, Block 1

Lots 4 through 44, Block 2

(d) The method of assessment is: equally per lot (95 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-227

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 543, SOUTHWEST INTERCEPTOR SEWER – SIENA LAKES ADDITION PHASE 2/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (468-84970).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-264** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Later 543, Southwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Eighty Thousand Dollars (\$680,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 2

Lots 22 through 75, Block 1

Lots 6 through 44, Block 2

- (d) The method of assessment is: equally per lot (93 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-228

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 542, SOUTHWEST INTERCEPTOR SEWER – SIENA LAKES ADDITION PHASE 1/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (468-84969).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-263** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 542, Southwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Ninety Thousand Dollars (\$190,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 1

Lots 1 through 21, Block 1

Lots 1 through 5, Block 2

(d) The method of assessment is: equally per lot (26 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date

of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-229

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – SIENA LAKES ADDITION PHASE 2/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (472-85176).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-266** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Venice the East Line of Lot 3 to Siena Lakes Court, Lakeway from Siena Lakes Court to the South Addition Line of Siena Lakes Addition, Siena Lakes Court from Venice to and including cul-de-sac, Venice Court from Venice to and including Cul-de-Sac, Lakeway Court from Lakeway to and including Cul-de-Sac, Lakeway Court from Lakeway to and including Cul-de-sac, Lakeway Court from Lakeway to and including Cul-de-Sac, and Lakeway Court from Lakeway to and including Cul-de-Sac with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Nine Hundred Thirteen Thousand Dollars (\$913,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 2

Lots 22 through 75, Block 1

Lots 4 through 44, Block 2

(d) The method of assessment is: equally per lot (95 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-230

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – SIENA LAKES ADDITION PHASE 1/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (472-85175).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-265** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Siena Lakes from 37th Street North to Siena Lakes Circle, Venice from Siena Lakes Circle to the East Line of Lot 3, Block 2 and Siena Lakes Court from Siena Lakes to and including Cul-de-Sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Fifty Thousand Dollars (\$250,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION-PHASE 1

Lots 1 through 21, Block 1

Lots 1 through 3, Block 2

(d) The method of assessment is: equally per lot (24 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-231

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER SEWER NO. 695 – SIENA LAKES ADDITION PHASE 2/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (468-85053).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

Construction of a pond, site grading and storm sewer (Stormwater Sewer No. 695) to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirty-Three Thousand Dollars (\$233,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION PHASE 2

Lots 1 through 75, Block 1

Lots 1 through 44, Block 2

(d) The method of assessment is: equally per lot (119 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 7, 2015)

RESOLUTION NO. 15-232

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER SEWER NO. 684 – SIENA LAKES ADDITION PHASE 1/SOUTH OF 37TH STREET NORTH, WEST OF HOOVER) (468-84971).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-268** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of ponds, site grading and storm sewer (Storm water Sewer No. 684), to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Thirty Thousand Dollars (\$530,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

SIENA LAKES ADDITION PHASE 1

Lots 1 through 75, Block 1

Lots 1 through 44, Block 2

(d) The method of assessment is: equally per lot (119 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 4, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

COPY

CERTIFICATE

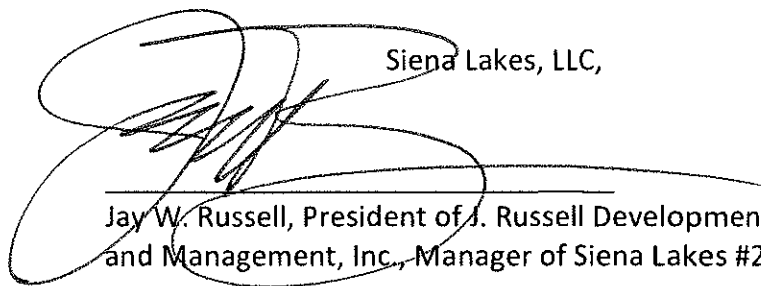
CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Jay W. Russell, President of J. Russell Development and Management, Inc., Manager of Siena Lakes #2, LLC, owner of Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Paving Phase 1
2. Sanitary Sewer Phase 1
3. Storm Water Drain Phase 1
4. Water Distribution System Phase 1
5. Paving Phase 2
6. Sanitary Sewer Phase 2
7. Storm Water Drain Phase 2
8. Water Distribution System Phase 2

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

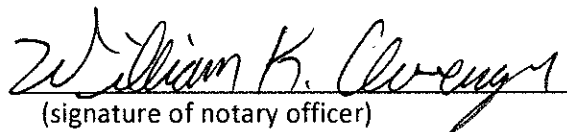
Signed this 10TH day of JULY, 2015.

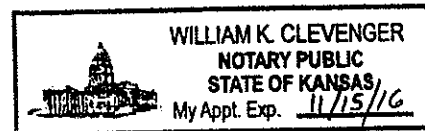

Siena Lakes, LLC,
Jay W. Russell, President of J. Russell Development
and Management, Inc., Manager of Siena Lakes #2, LLC

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10TH day of JULY, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, President of J. Russell Development and Management, Inc., Manager of Siena Lakes #2, on behalf of Siena Lakes, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

 Notary Public
(signature of notary officer)



My appointment expires: NOV. 15, 2016.

**RESTRICTIVE COVENANT
(STREET, DRAINAGE & UTILITY EASEMENT)**

THIS DECLARATION made this 10TH day of JULY, 2015, by Jay W. Russell, President of J. Russell Development and Management, Inc., Manager of Siena Lakes #2, LLC, owner of Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

SIENA LAKES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant in connection therewith desires that restrictions involving Street, Sidewalk, Drainage & Utility Easements be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall be prohibited from erecting retaining walls, fences, earth berms, mass plantings and the changing of grade within the platted 15-foot Street, Drainage and Utility Easements.

Lots 1 through 41 and Lots 52 through 75, Block 1; Lots 10 through 43, Block 2, Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas.

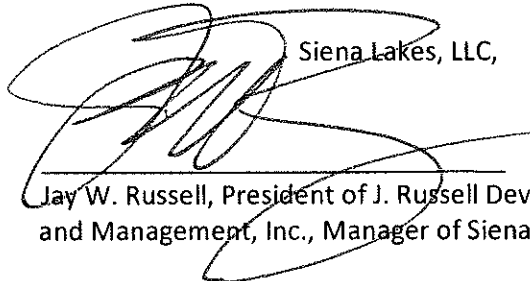
This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

EXECUTED the day and year first above written.

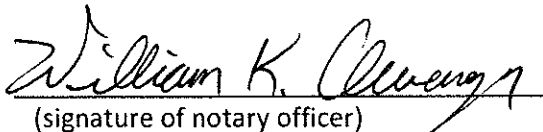
Signed this 10TH day of JULY, 2015.

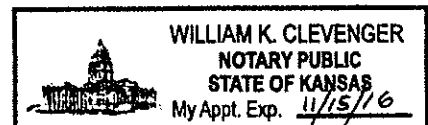

Siena Lakes, LLC,
Jay W. Russell, President of J. Russell Development
and Management, Inc., Manager of Siena Lakes #2, LLC

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10TH day of JULY, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, President of J. Russell Development and Management, Inc., Manager of Siena Lakes #2, on behalf of Siena Lakes, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

 Notary Public
(signature of notary officer)



My appointment expires: NOV. 15, 20 16.

RESTRICTIVE COVENANT

THIS DECLARATION made this 10TH day of JULY, 2015, by Siena Lakes, LLC,

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserves A, B, C, D, E, F, G, H, I, J, K, L and M, Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of Siena Lakes, LLC, until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.

In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements or the planned sidewalk system within said Reserves situated in Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements or planned sidewalk system. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in Siena Lakes, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for

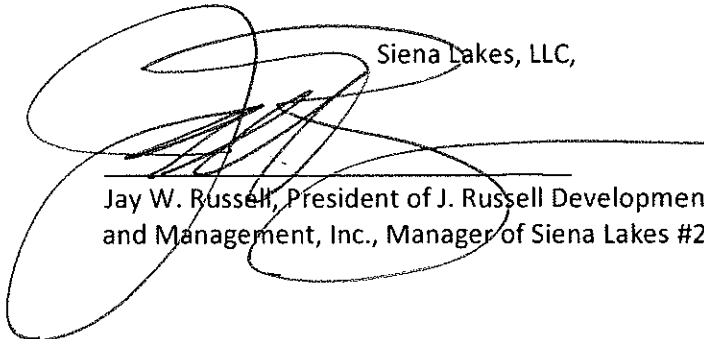
any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

2. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
3. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

Signed this 10TH day of JULY, 2015.

Siena Lakes, LLC,


Jay W. Russell, President of J. Russell Development
and Management, Inc., Manager of Siena Lakes #2, LLC

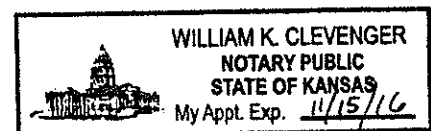
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10TH day of JULY, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, President of J. Russell Development and Management, Inc., Manager of Siena Lakes #2, on behalf of Siena Lakes, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

 Notary Public
(signature of notary officer)

My appointment expires: NOV. 15, 2016.



Wichita, Kansas
August 3, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 27, 2015, were read and on motion approved.

Bids were opened July 10, 2015, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield
Regenerative Air Sweeper.**

Defer one week

The Purchasing Division recommended that the contracts be deferred outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager


DATE: August 3, 2015

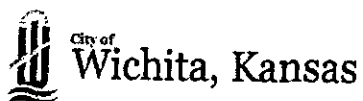
WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

July 27, 2015

High Speed Airfield Regenerative Air Sweeper – Wichita Airport Authority/Airfield Maintenance Division
(Defer to August 10, 2015)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


Melinda A. Walker
Purchasing Manager

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB540105 **Airfield Regenerative Air Sweeper****Close Date/Time:** 7/10/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Airport Operations**Responses:** 5

Vendors	Complete	Bid Total	City Comments
ELLIOTT EQUIPMENT COMPANY	Complete	\$232,645.00	Defer to 08/10/2015 Wichita Airport Authority/Airfield Maintenance
KEY EQUIPMENT & SUPPLY CO	Complete	\$237,950.00	
MMP BUSINESS ASSOCIATES INC	Complete	\$238,353.00	
VICTOR L PHILLIPS COMPANY	In- Complete	\$0.00	
SELLERS EQUIPMENT INC	Partial	\$216,211.00	

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City of
Wichita, Kansas**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB540105 **Airfield Regenerative Air Sweeper** **Close Date/Time:** 7/10/2015 10:00 AM CST
Solicitation Type: Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Airport Operations**Responses:** 5**Go to:** 001

Line 001 | Base Bid: New Unused Current Model High-Speed Street/Airfield Regenerative Air Sweeper.
 Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ELLIOTT EQUIPMENT COMPANY	1	Each	\$209,414.0000	\$209,414.00	Complete	Freightliner M2 Chassis Schwarze Model A7 Tornado 2016. If sweeper body built before Jan 1 2016 will be 2015 model. Alt Bid International 4300 Chassis 216719.00 Schwarze A7 Tornado 2016
SELLERS EQUIPMENT INC	1	Each	\$216,211.0000	\$216,211.00	Complete	Johnston Model RT655 2015
MMP BUSINESS ASSOCIATES INC	1	Each	\$216,780.0000	\$216,780.00	Complete	Tymco Model 600 2016
KEY EQUIPMENT & SUPPLY CO	1	Each	\$223,449.0000	\$223,449.00	Complete	Elgin Model Crosswind 2015
VICTOR L PHILLIPS COMPANY					No Bid.	

Line 002 | OPTION 1: Complete Hopper/Blower Section to be Manufactured of Stainless Steel in Lieu of Steel.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
KEY EQUIPMENT & SUPPLY CO	1	Each	\$9,000.0000	\$9,000.00	Complete	
ELLIOTT EQUIPMENT COMPANY	1	Each	\$16,981.0000	\$16,981.00	Complete	Alt Bid same price
MMP BUSINESS ASSOCIATES INC	1	Each	\$17,625.0000	\$17,625.00	Complete	
VICTOR L PHILLIPS COMPANY					No Bid.	

Line 003 | OPTION 2: Broom Assist Pick-Up Head in Lieu of Air Only Pick-Up Head. Broom Section to be Cab Controlled for on Demand Operation Only When Needed.

Vendors	QTY	UOM	Price	Extended	Complete	Comments
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Cost						
MMP BUSINESS ASSOCIATES INC	1	Each	\$3,948.0000	\$3,948.00	Complete	
KEY EQUIPMENT & SUPPLY CO	1	Each	\$5,501.0000	\$5,501.00	Complete	
ELLIOTT EQUIPMENT COMPANY	1	Each	\$6,250.0000	\$6,250.00	Complete	Alt Bid same price
SELLERS EQUIPMENT INC				No Bid.		
VICTOR L PHILLIPS COMPANY				No Bid.		

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